Policies and Procedures may be updated at any time during the academic year. Please find the current version on the school’s website at www.cwsl.edu/studenthandbook.
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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 Vice Dean for Academic and Student Affairs, located at 225 Cedar Street, Second Floor, San Diego, CA 92101, (619) 525-1409.

B. DIVERSITY MISSION STATEMENT
California Western School of Law is committed to using the law to prevent and solve human and societal problems. In conjunction with our mission - to train ethical, competent, and compassionate lawyers, representative of our diverse society and equipped to use the law effectively and creatively on behalf of all members of society - we value a rich diversity among our students, alumni, faculty, and staff, as well as in the larger communities of which we are a part.

Respect for diversity is integral to our goal of educating lawyers as creative problem solvers who frame the practice of law as a helping and collaborative profession. Diversity promotes mutual respect and fosters innovation and leadership, creating an environment in which all may fully develop and use their talents and abilities. Diversity enriches the academic community, providing wider perspectives and experiences, both in and out of the classroom.

To foster diversity among our students and alumni, we offer support and guidance for mastering the challenges of becoming lawyers and leaders of the bar. Through programs tailored to every phase of legal education, we work to ensure our graduates have the knowledge, skills, and perspective to build rewarding careers. We seek to offer ways for our students and alumni to develop and maintain those relationships which promote their professional development.
To foster diversity among our faculty and staff, we recruit among diverse communities. We celebrate the unique contribution each person brings to our law school. And, we encourage awareness of, and sensitivity toward diverse concerns.

To foster diversity throughout the wider community, both locally and globally, we seek to promote awareness of diversity's value through relationships with colleagues in the law and higher education, and offer programs that promote social, political, and economic justice.

Adopted 2010

C. STATEMENT OF 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 & Student 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 & Diversity Services.

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 & Student Affairs seeking special permission to file a petition regarding the Academic Policy. If the Vice Dean for Academic & Student 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 & Student Affairs. Approval and waiver authorities under these policies may be delegated to the Academic Affairs Director at the discretion of the Vice Dean for Academic & Student Affairs.

When a petition to the Vice Dean for Academic & Student Affairs is permissible, either because an Academic Policy expressly permits such a petition or because the Vice Dean for Academic & Student 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 in any or all of the following ways: U.S. mail; CWSL e-mail; and the CWSL notice board in the northwest corner of the second floor lobby in the 350 building. It is your responsibility to check these sources regularly.

August 2020
I. DEGREE REQUIREMENTS

1.01 GENERAL REQUIREMENTS

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

1. Timely filing with the law school Registrar of a formal application to graduate. To be timely, an application must be filed before enrollment for the last trimester of work prior to the graduation date.

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

3. Attendance during the final trimester must be in residence at California Western and a minimum of 45 of the credits earned toward the degree must have been earned in residence at California Western.

4. Completion of all required courses, including 15 units of Experiential (EXP) coursework and the Scholarly Writing requirement. (See Section 2.01.) Students matriculating after August 1, 2016 are subject to the 15 unit EXP requirement. Students matriculating before August 1, 2016 are subject to the prior Practicum graduation requirement.

5. Completion of 90 credits (units). No credit towards graduation will be awarded for failed courses. See Section 6.02. Students who have completed 90 units and have fulfilled all degree requirements may not take additional units unless approved by the Vice Dean for Academic & Student Affairs. See also Section 1.02 for requirements and limitations regarding credit for non-classroom activities and non-law school courses. Students matriculating after August 1, 2016 are subject to the 90 unit requirement. Students matriculating before August 1, 2016 are subject to the prior 89 unit graduation requirement.

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

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

8. Completion of all degree requirements and graduation no later than the fifth anniversary of the student's first date of matriculation if a full-time student or no later than the sixth anniversary of the student's first date of matriculation if a part-time student. (See Section 7.60.)
9. Except as set forth elsewhere in these Academic Policies, completion of all requirements established for the class with which the student will graduate (rather than the class with which the student enters). This requirement can be waived by the Vice Dean for Academic & Student Affairs in cases of undue hardship.

10. Recommendation of the faculty. The faculty will not award a degree where there is sufficient evidence that the candidate lacks the good moral character necessary for a prospective attorney.

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

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

1) **Externship Course.** The maximum under this subsection is 10 credits (not including the Externship Seminar which is 1 classroom credit), and up to 10 of these non-classroom credits shall count toward 18 credit maximum established by this section. Subject to authorization from the Externship Office, a student may enroll in one externship for a maximum of 10 credits (not including the Externship Seminar).

2) **Non-law School Courses.** The maximum under this subsection is 12 credits. A student may receive a maximum of 12 credits for non-law school courses taken at UCSD or SDSU or any other school with which California Western has an affiliation agreement 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 & Student Affairs; (c) the Vice Dean for Academic & Student Affairs will approve only graduate level courses; (d) the student has the burden of demonstrating to the Vice Dean for Academic & Student 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. Petitions to take courses at other institutions will be considered by the Vice Dean for Academic & Student Affairs but will only be granted in exceptional circumstances. 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/Law Journal.** The maximum under this subsection is 4 credits, except for members of the Executive Board, who may earn a maximum of 7 credits. A student may receive 1 credit per trimester or in the case of a student who is selected for Law Review/Law Journal membership after the registration period for a trimester has expired and who completes required work in that trimester of selection, up to 2 credits for satisfactory work in the trimester immediately following the trimester of selection. A member of the Executive Board may earn an additional 3 credits – one each for the summer, fall and spring terms on the Board. A student may not submit a law review/law journal paper for class or independent study credit. All credits taken under this subsection shall count toward 18 credit maximum established by this section.

4) **Independent Study:** In accordance with Section 1.02(B), students may receive a maximum of 3 credits per Independent Study course and 6 total credits for Independent Study. Credit for any Independent
Study is limited to 1 course per trimester and a total of 2 courses. All credits earned under this subsection shall count toward 18 credit maximum established by this section.

5) **Clinical Courses:** The 18 credit maximum described in this section shall not apply to any law clinic, provided that the law clinic provides substantial lawyering experience that (1) involves one or more actual clients, and (2) includes all of the following: (a) advising or representing a client; (b) direct supervision of the student’s performance by a faculty member; (c) opportunities for performance, feedback from a faculty member, and self-evaluation; and (d) a classroom instructional component.

6) **Petition to Waive the 18 Credit Maximum:** Any student who wishes to exceed the 18 credit limit described in this section for non-classroom activities and non-law school courses may petition the Vice Dean of Academic & Student 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 trimester and a total of two. Any student who wishes to obtain credit for an Independent Study must be supervised by a full-time faculty member and must follow the Application Process set forth in Section 1.02(B). Independent Study does not satisfy the Scholarly Writing Requirement.

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

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

Independent Study petitions shall identify the topic and nature of the Independent Study (e.g. empirical research, work on a pending case, etc.), a statement of the reasons the student wishes to enroll in Independent Study, and a substantial description of the topic and the project being undertaken. The petition also shall bear the signature of the supervising faculty member indicating that he or she has reviewed the proposal and that he or she agrees to supervise the student.
Petitions in proper form that are submitted before the start of classes for the following trimester shall be approved by the Vice Dean for Academic & Student 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 & Student 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 his or her grade point average and will not obtain credit toward graduation for that Independent Study.

1.03 EARLY GRADUATION

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

1.04 ISSUANCE OF DIPLOMAS

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

II. COURSE REQUIREMENTS

2.01 REQUIRED COURSES

A. The following specific courses are required for graduation.

Full-time First Year:
<table>
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<tr>
<th>First Trimester</th>
<th>Second Trimester</th>
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<tbody>
<tr>
<td>Civil Procedure I</td>
<td>Civil Procedure II</td>
</tr>
<tr>
<td>Contracts I</td>
<td>Contracts II</td>
</tr>
<tr>
<td>Criminal Law</td>
<td>Legal Skills II</td>
</tr>
<tr>
<td>Legal Skills I</td>
<td>Property II</td>
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<tr>
<td>Property I</td>
<td>Torts I</td>
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**Part-time First Year, Fall Entry**

*four trimesters in a row:*

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<thead>
<tr>
<th>First Trimester</th>
<th>Second Trimester</th>
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<tbody>
<tr>
<td>Contracts I</td>
<td>Contracts II</td>
</tr>
<tr>
<td>Property I</td>
<td>Property II</td>
</tr>
<tr>
<td>Legal Skills I</td>
<td>Civil Procedure I</td>
</tr>
</tbody>
</table>

**Third Trimester**

<table>
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<th>Fourth Trimester</th>
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<tbody>
<tr>
<td>Civil Procedure II</td>
</tr>
<tr>
<td>Torts I</td>
</tr>
<tr>
<td>Legal Skills II</td>
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<th>5-8 units</th>
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**Part-time First Year, Fall Entry**

*no classes in summer:*

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<th>First Trimester</th>
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<td>Contracts II</td>
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<td>Property I</td>
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<td>Legal Skills I</td>
<td>Torts I</td>
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<td>Third Trimester</td>
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<td>Civil Procedure I</td>
<td>Civil Procedure II</td>
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<td>Legal Skills II</td>
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<td>3 units</td>
<td>5-8 units</td>
</tr>
</tbody>
</table>

**Part-time First Year, Spring Entry**

*four trimesters in a row:*

<table>
<thead>
<tr>
<th>First Trimester</th>
<th>Second Trimester</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contracts I</td>
<td>Contracts II</td>
</tr>
<tr>
<td>3 units</td>
<td>3 units</td>
</tr>
<tr>
<td>Property I</td>
<td>Property II</td>
</tr>
<tr>
<td>3 units</td>
<td>3 units</td>
</tr>
<tr>
<td>Legal Skills I</td>
<td>Torts I</td>
</tr>
<tr>
<td>3 units</td>
<td>3 units</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Third Trimester</th>
<th>Fourth Trimester</th>
</tr>
</thead>
<tbody>
<tr>
<td>Civil Procedure I</td>
<td>Civil Procedure II</td>
</tr>
<tr>
<td>3 units</td>
<td>3 units</td>
</tr>
<tr>
<td>Criminal Law</td>
<td>upper division</td>
</tr>
<tr>
<td>3 units</td>
<td></td>
</tr>
<tr>
<td>Legal Skills II</td>
<td>courses</td>
</tr>
<tr>
<td>3 units</td>
<td>5-8 units</td>
</tr>
</tbody>
</table>

**Upper Division - Second or Third Year: *

- Constitutional Law I 3 units
- Criminal Procedure 3 units
- Evidence 4 units
- STEPPS 6 units (two, 3-unit semester-long courses)**
- Torts II 3 units

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

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

** STEPPS generally must be taken during a student’s 2L year.
B. In addition to the above requirements, a student must submit work satisfying the Scholarly Writing Requirement and successfully complete 15 units of Experiential (EXP) coursework. Students matriculating after August 1, 2016 are subject to the 15 unit EXP requirement. Students matriculating before August 1, 2016 are subject to the prior Practicum graduation requirement.

1. Students may count 3 units from STEPPS toward this 15 unit requirement.

2. Students may count 2 units from Legal Skills II toward this 15 unit requirement.

3. Students may satisfy the remaining 10 units of this 15 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.

Students matriculating after August 1, 2016 are subject to the 15 unit EXP requirement. Students matriculating before August 1, 2016 are subject to the prior Practicum graduation requirement. A Practicum (PRAC) is a practice-oriented course of limited enrollment that emphasizes legal problem-solving, with particular emphasis on the development of oral and written advocacy, analysis, or drafting skills. Such courses as Advanced Legal Research, Advanced Legal Skills, Alternative Dispute Resolution, Business Planning: Representing Modest Business Enterprises, Clinical Externship, Legal Drafting, and Trial Practice fall within the PRAC category.

The Scholarly Writing Requirement (SWR) can be satisfied with the successful completion (a grade of C or better) of an original, independently produced, in-depth, research paper on a narrow topic analogous to a law review article. The paper shall be a minimum of 20 pages, typed, double-spaced, excluding footnotes, in a form consistent with an approved form book. The SWR paper may be undertaken in a designated SW class, in a non-SW course whose instructor permits an SW option, or in connection with a Law Review note. Faculty may petition the Curriculum Committee to have courses requiring written work of comparable rigor deemed “SW” classes. In extraordinary circumstances, students may petition the Vice Dean for Academic and Student 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 & Student Affairs, students may have an adjunct faculty member or other instructor who is not a full-time faculty member serve as the supervisor for their SW paper in conjunction with a designated SW class or other course.

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

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

C. Academic Achievement Workshop (AAW)

1. Eligibility

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

2. Requirements

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

Students may take no more than 15 units during the trimester in which they take AAW. These 15 units include the units received for AAW. The course will be marked “CR” for credit and “NCR” for no credit, and the Vice Dean for Academic & Student Affairs is authorized to waive the provisions of 5.02, 5.06, 6.02, and 6.03.
Students who receive no credit for AAW the first time must retake the course. Such students may take no more than nine units (part-time students no more than seven units), which include the units received for AAW. Students who receive no credit for AAW a second time must retake the course, but with no additional units of coursework. Anyone who receives no credit for AAW three times will be dismissed from the Law School.

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

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

2.02 COURSES TAKEN AT OTHER LAW SCHOOLS

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

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

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

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

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

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

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

2.04 SCHOLARLY WRITING (SW) CLASS PRIORITY

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

2.05 AREAS OF CONCENTRATION

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

2.06 AUDITING COURSES

A regularly enrolled second or third year student may, with the advance permission of the instructor, audit any law school course or visit any law school class 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.
2.07 CANCELLATION OF COURSE OFFERINGS

Generally, if, after registration, less than ten (10) persons have registered for a course, the course will be canceled.

2.08 SINGLE USE OF WRITTEN WORK AND PLAGIARISM

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

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

2.09 USE OF COMPUTERS

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

III. TRIMESTER ENROLLMENT

3.01 FULL-TIME OR PART-TIME ENROLLMENT

Prior to the first trimester, a student must decide whether to enroll full-time or part-time. A student may not change enrollment in the first year except in extraordinary circumstances and with approval of the Vice Dean for Academic & Student Affairs. (Extraordinary circumstances do not include changing enrollment due to first trimester grades.) A first-year, full-time student enrolling for fewer than 15 units or a first-year, part-time student enrolling for fewer than 9 units must obtain prior approval of the Vice Dean for Academic & Student Affairs.
A full-time student will enroll in 12 or more units subject to the maximum course load under Academic Policy 3.02. A part-time student will enroll in 6-11 units. After completion of the first year, a student may enroll full-time or part-time. A student may enroll for fewer than 6 units without seeking prior approval of the Vice Dean for Academic & Student Affairs. However, it is strongly advised that students carefully consider the financial and academic implications of such action. Students wishing to enroll in fewer than the usual amount of units per trimester should review the Business Office Policies and Procedures Manual with respect to tuition issues and should consult with Financial Aid. Such students should also consult with their faculty point of contact and the Academic Policies with respect to graduation requirements.

3.02 MAXIMUM COURSELOAD

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

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

3.03 MINIMUM COURSELOAD

A. Full-Time Students:

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

B. Part-Time Students:

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

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

3.05 ADDING AND DROPPING COURSES AFTER ENROLLMENT

A. A first year student may add, drop, or change courses or sections only with permission of the Vice Dean for Academic & Student Affairs. Such permission will be granted only in exceptional circumstances such as a recognized disability, illness, or family hardship. See 3.05(F).

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

1. within the first five days of scheduled classes for the trimester, by written notice to the registrar;

2. after the first five days of scheduled classes for the trimester, by written notice to the registrar provided the professor does not object; or

3. after the first ten days of scheduled classes for the trimester, upon a showing of compelling circumstances to the Vice Dean for Academic & Student Affairs, provided the professor does not object.

4. the provisions of Academic Policy 1.02 apply to Independent Studies.

C. A second or third year student may drop a course after enrollment for any trimester under the following circumstances:

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

2. after the first ten days of scheduled classes for the trimester, only for good cause and with the permission of the professor and the Vice Dean for Academic & Student Affairs. See 3.05(F).
3. after the last day of regularly scheduled classes, only for extraordinary reasons and with the permission of the professor and the Vice Dean for Academic & Student Affairs.

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

D. Courses dropped after the first ten days of scheduled classes for the trimester will appear on a student's transcript with a designation of "W" (withdrew).

E. Under extraordinary circumstances, such as a change necessitated by an action of the school, the Vice Dean for Academic & Student Affairs may waive the above requirements.

F. A student who drops any course without first having satisfied the requirements of this policy will receive a "WF" (withdrawal failing) for the course. "WF"s will be treated as a grade of F to be recorded on the student's transcript for the purpose of computing the student's trimester G.P.A. and cumulative G.P.A.

3.06 INVOLUNTARY WITHDRAWAL OF STUDENT FROM CLASS BY PROFESSOR

With the approval of the Vice Dean for Academic & Student 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 he/she will be automatically withdrawn from the course by the Registrar. 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 will be withdrawn from a course if the student has more than 3 absences, in those classes which meet once a week; or 5 absences, in those classes which meet twice a week; or 8 absences, in those classes which meet three times a week. For purposes of this rule, the reason for the absence is immaterial and there are no excused absences. In very exceptional circumstances, a student may be readmitted to class with the permission of the instructor and the Vice Dean for Academic & Student Affairs.

4.03 ENFORCEMENT

Each instructor will inform his/her class of the method he/she will use to determine class attendance. Moreover, each instructor will advise the Vice Dean for Academic & Student Affairs when a student has exceeded the permissible number of absences.

When a student has been withdrawn from a course because he/she has 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.

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 AUDIOTAPING AND VIDEOTAPING OF CLASSES

A. Students must request permission from the professor to make a record of the class using student-provided audiotape, videotape, or other recording technology. Use of any such machine is subject to the rule in Academic Policy
2.09 that a machine may not be used where its use interferes with the ability of other students in the class to listen and concentrate.

B. Except as provided in Academic Policy 4.01, classes at California Western are not videotaped by California Western in order to provide a record for viewing by students who could not attend the class. No exceptions for any reason, religious, health or otherwise, will be granted.

C. Except as provided in Academic Policy 4.01, listening to an audiotape or viewing a videotape of the class will not cure an absence.

V. EXAMINATIONS

5.01 TRIMESTER EXAMINATIONS

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

5.02 EXAMINATION AS COURSE GRADE; PARTICIPATION

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

5.03 ANONYMOUS GRADING

Examination answers are identified by number rather than by name to insure anonymous grading.

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

The Vice Dean for Academic & Student 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 & Student Affairs may, upon student petition, reschedule examinations in other compelling personal circumstances. 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 his or her 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 failing to take the final examination in any course who fails to give the Vice Dean for Academic & Student Affairs immediate notice of the reason for such, will receive a grade of failure in 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 & Student 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 semester 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 semester as long as the same teacher will be teaching for the full year and the final examination in the second semester contains one or more essay questions of the same type graded by the graders).

4. The instructor in the course will provide close supervision of the grading process including:

   a. The preparation of written grading criteria;

   b. Adequate meetings with graders to assure that they understand the grading criteria;

   c. The development of a review process to assure proper application of the grading criteria.

5. The instructor will conduct a debriefing of the examination with students which will include the distribution and explanation of the grading criteria.

6. The instructor has made a specific decision on the nature of individual feedback (in addition to the grader's written comments) to be given and the opportunities to rewrite examinations graded by the grader. Although it is not required that the instructor provide either of these, proposals which include individual feedback and rewrites may be given priority over proposals which do not provide for these.

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

5.07 NO PUBLISHED EXAMINATION QUESTIONS

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

Laptop computers can be used for typing examinations, but only if special software, approved by the law school, has been installed on the computer prior to the deadline announced each trimester. The administration will post additional information about the procedures to be followed by students.

5.09 RETURN AND RETENTION OF EXAMINATIONS

Examinations that are released by a professor may be picked up during the first two weeks following the release of grades. Students requesting exams must have proper identification. After that period of time, exams may be picked up only upon a written request to the Vice Dean for Academic & Student Affairs. 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.

Grades, transcripts, and certifications to the bar shall be withheld until such time as tuition is paid or arrangements made satisfactory to the Business Office.

6.02 GRADING SYSTEM

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

95-90 Excellent
89-85 Very Good
These grades then will be converted by the Registrar to a letter (A+ through F) based grading scale, as follows:

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

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

B. Credit towards graduation is awarded for grades of D- to A+. No credit towards graduation will be awarded for grades of F, although those grades will be computed into the grade point average.

C. Faculty shall distribute the grades within their individual courses according to the following faculty approved guidelines. These percentages are applied against the number of J.D. students in the class. J.D. students include those studying for a J.D. degree from California Western and those visiting California Western and studying for a J.D. degree from
another law school. Grades for non-J.D. students need not conform to the allowable ranges. Once faculty submit grades according to these guidelines, the Law School Registrar shall convert the grades into letter (A+ through F) grades as described in Academic Policy 6.02(A).

I. First Trimester of first year.

<table>
<thead>
<tr>
<th>Grade</th>
<th>Allowable Range</th>
</tr>
</thead>
<tbody>
<tr>
<td>90-95</td>
<td>5-10%</td>
</tr>
<tr>
<td>85-89</td>
<td>5-15%</td>
</tr>
<tr>
<td>80-84</td>
<td>10-20%</td>
</tr>
<tr>
<td>74-79</td>
<td>30-70%</td>
</tr>
<tr>
<td>69-73</td>
<td>10-15%</td>
</tr>
<tr>
<td>50-68</td>
<td>5-10%</td>
</tr>
</tbody>
</table>

II. Second Trimester of first year.

<table>
<thead>
<tr>
<th>Grade</th>
<th>Allowable Range</th>
</tr>
</thead>
<tbody>
<tr>
<td>90-95</td>
<td>5-10%</td>
</tr>
<tr>
<td>85-89</td>
<td>5-15%</td>
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<tr>
<td>80-84</td>
<td>10-20%</td>
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<tr>
<td>74-79</td>
<td>30-70%</td>
</tr>
<tr>
<td>69-73</td>
<td>10-15%</td>
</tr>
<tr>
<td>50-68</td>
<td>0-5%</td>
</tr>
</tbody>
</table>

III. Upper Division Classes of more than 40.

<table>
<thead>
<tr>
<th>Grade</th>
<th>Allowable Range</th>
</tr>
</thead>
<tbody>
<tr>
<td>90-95</td>
<td>5-10%</td>
</tr>
<tr>
<td>85-89</td>
<td>10-20%</td>
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<tr>
<td>80-84</td>
<td>20-30%</td>
</tr>
<tr>
<td>74-79</td>
<td>30-60%</td>
</tr>
</tbody>
</table>
IV. Upper Division Classes of 40 or fewer.

<table>
<thead>
<tr>
<th>Grade</th>
<th>Allowable Range</th>
</tr>
</thead>
<tbody>
<tr>
<td>90-95</td>
<td>5-20%</td>
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<tr>
<td>85-89</td>
<td>10-30%</td>
</tr>
<tr>
<td>80-84</td>
<td>20-40%</td>
</tr>
<tr>
<td>74-79</td>
<td>20-60%</td>
</tr>
<tr>
<td>50-73</td>
<td>0-20%</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Grade</th>
<th>Allowable Range</th>
</tr>
</thead>
<tbody>
<tr>
<td>90-95</td>
<td>5-10%</td>
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<tr>
<td>80-89</td>
<td>30-45%</td>
</tr>
<tr>
<td>74-79</td>
<td>30-40%</td>
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<tr>
<td>69-73</td>
<td>5-15%</td>
</tr>
<tr>
<td>50-68</td>
<td>0-5%</td>
</tr>
</tbody>
</table>

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

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

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

\[
\begin{array}{|c|c|}
\hline
\text{GPA} & \text{GPA} \\
\text{(50.00–95.00 Scale)} & \text{(0.00–4.33 Scale)} \\
93.00-95.00 & 4.17-4.33 \\
\hline
\end{array}
\]
6.03 PASS/FAIL COURSES AND CREDIT/NO CREDIT COURSES

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

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

6.04 INCOMPLETES

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

A. 1. Requests for incompletes which propose completion of course requirements up to four weeks from the last day of examinations in the trimester in which the course was taken may be approved by the professor teaching the course for good cause.
2. Requests for incompletes which propose completion of course requirements after four weeks from the last day of examinations in the trimester in which the course was taken must be approved by the faculty member teaching the course and the Vice Dean for Academic & Student Affairs and will be approved only in extraordinary circumstances.

B. To obtain approval, a student must submit a request for an incomplete on the form prescribed for this purpose to the Vice Dean for Academic & Student Affairs prior to the examination date, paper due date or other deadline for completing course requirements. The request must state the reason the incomplete is sought and specify a date by which the exam will be taken or the unfinished course work completed. The request and the proposed date for completion of course requirements must be approved by the faculty member teaching the course as shown by his or her signature on the request form. (Exception: During the Spring 2020 trimester only, a faculty member may award a grade of “Incomplete” in lieu of a grade of “No Credit” to a student without the student needing to submit a petition requesting such Incomplete. As soon as practicable, the faculty member awarding a grade of “Incomplete” shall consult with the student receiving such grades to decide on the requirements for receiving “Credit” in the class and the deadline for meeting such requirements; such deadline shall in no event be later than the last day of examinations in the trimester subsequent to the trimester for which the Incomplete was awarded. Faculty shall notify the Vice Dean for Academic and Student Affairs of the above arrangements.)

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. (Exception: During the Spring 2020 trimester only, failure to complete the Incomplete will result in the award of a “No Credit” grade.)

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

6.05 GRADUATION WITH HONORS

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

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

Students who graduate with a cumulative grade point average of 3.33, but less than 3.56, will be granted the degree of Juris Doctor cum laude.
A student who has not completed all of his or her 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., his or her grades at other schools shall be considered on a pass/fail basis.

6.06 DEAN'S HONOR LIST

A. Full-time Students

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

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

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

B. Part-time Students

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

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

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

6.08 RANKING: FULL-TIME AND PART-TIME STUDENTS

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

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

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

1. Fall

   A. All students with 57 credit hours or more at the end of the prior trimester are ranked together for a third-year class rank.

   B. Final graduating class ranks and honors for the Fall graduates are determined at the end of Spring trimester (see below).

2. Spring

   A. All students with 57 credit hours or more at the end of the prior trimester are ranked together for a third-year class rank. However, at the end of the Spring trimester, students who are graduating in Spring will receive a final graduating class rank rather than a third-year rank (see B. below).

   B. For purposes of final graduating class ranks and honors, the Spring graduates and prior Fall graduates are ranked together. Summer graduates and other third year students are not included in this ranking.
3. **Summer**

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

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**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.

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**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 his/her continuation in school would inculcate false hopes, constitute economic exploitation, or deleteriously affect the education of other students.

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

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

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

    B. Upon completion of the third trimester, the following standard shall apply to part-time students. In order to continue into the fourth trimester, students must satisfy the following grade requirements: a cumulative grade point average of at least 2.00.

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

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

7.24 The provisions of sections 7.21, 7.22 and 7.23 may not be appealed to nor waived by the faculty or the administration. [Effective date August 1, 2001]

7.30 UPPERCLASS STANDING

Upon completion of the third trimester and every trimester thereafter, the following standard shall apply.

7.31 A student with a C.G.P.A. of below 2.00, who has never been on probation prior thereto, shall remain in school for one trimester on probation. The terms of that probation shall be specified by the Academic & Student Affairs Committee after affording the student an opportunity to present relevant considerations. If after one trimester on probation, the student does not obtain a C.G.P.A. of 2.00 or better, the student will be dismissed from school without the right of review or appeal to the Faculty or Deans.
7.32 A student with a C.G.P.A. of below 2.00 at the end of the fourth or any subsequent trimester, and who was on probation in any previous trimester, shall be dismissed from the law school with no right to review or appeal to the Faculty or Deans.

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

B. A student who has a trimester average of less than 2.00 in any two trimesters following his/her first year of law school shall be dismissed from the law school. The student may petition the Academic & Student Affairs Committee for permission to remain in school. Noncompliance with the recommendations of the warning notice shall be considered when reviewing the petition.

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

7.40 RETENTION DECISIONS

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

7.42 A record shall be maintained of each retention decision.

7.50 READMISSION AFTER DISMISSAL FOR ACADEMIC DEFICIENCY

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

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

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

7.61 Any full-time student who fails to complete satisfactorily all degree requirements or to graduate within five years of his or her matriculation shall be dismissed. Any part-time student who fails to complete satisfactorily all degree requirements or to graduate within six years of his or her matriculation shall be dismissed. (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 may apply to the Admissions Committee for readmission. The Admissions Committee, if it grants readmission, shall determine the standing of such students and specify the necessary requirements for graduation under the current graduation requirements.

VIII. STUDENT EMPLOYMENT

8.01 EMPLOYMENT LIMIT

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

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

8.02 WORK STUDY

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

9.01 GENERALLY

A. A leave of absence may be granted by the Vice Dean for Academic & Student Affairs at any time during the school year in case of serious illness or other emergency circumstances. Approval to take a leave of absence does not waive the requirements of Sections 1.01(8) and 7.60. See 9.01(F).

B. A second or third year student desiring to voluntarily withdraw with a right of return may do so by filing a written notice with the Registrar when approved by the Vice Dean for Academic & Student Affairs. Such a withdrawal will not prejudice the student's right to return provided the student returns within one calendar year. Re-enrollment in the school will, however, be subject to the regulations and rules in effect at the time of re-entry. See 9.01(F).

C. First year students may voluntarily withdraw under the following conditions:

1. Subject to Academic Policy 9.01(G), first year full-time students and first year part-time students who voluntarily withdraw prior to the final examination period of their first trimester have the right to be readmitted as first year entering students. First year part-time students who voluntarily withdraw prior to the final examination period of their second trimester and whose cumulative grade point average is 2.00 or above also have the right to be readmitted as first year entering students. This right to be readmitted as a first year entering student must be exercised no later than 4 years from the date of the student’s withdrawal. Students readmitted under this rule must repeat all first year classes regardless of any original grades obtained. Students readmitted under this rule do not have an automatic right of readmission under Academic Policy 7.22. No student shall be allowed to withdraw and repeat any part of the first year more than once. See Section 9.01(F) for transcript content. Students matriculating prior to Fall 2017, are subject to the rule in place at the time of matriculation.

2. Subject to Academic Policy 9.01(G), first year full-time students who voluntarily withdraw prior to the final examination period of their second trimester and whose cumulative grade point average is 2.00 or above, or first-year part-time students who voluntarily withdraw prior to the final examination period of their third trimester and whose cumulative grade point average is 2.00 or above, have the right to return as first year full-time second trimester students or as first-year part-time third trimester students within one year from the date of withdrawal. Students readmitted under this rule do not have an automatic right of readmission under Academic Policy 7.22. No student shall be allowed to withdraw and repeat any part of the first year more than once. See Section 9.01(F) for transcript content. Students who do not return within one year from the date of withdrawal may apply to the Academic Affairs Committee for readmission. If the Committee grants readmission, it shall determine the standing of such a student and specify the necessary requirements for graduation.
3. Subject to Academic Policy 9.01(G), first year full-time students who voluntarily withdraw prior to the final examination period of their second trimester and whose cumulative grade point average is below 2.00 and first year part-time students who voluntarily withdraw prior to the final examination period of their second or third trimester and whose cumulative grade point average is below 2.00 have the right to be readmitted as first year entering students with the first entering class starting more than 10 months from the date of withdrawal. This right to be readmitted as a first year entering student must be exercised no later than 4 years from the date of the student's eligibility to return. The provision requiring a waiting period of 10 months from the date of withdrawal before readmission may not be waived by the faculty or the administration. Students readmitted under this rule must repeat all first year classes regardless of any original grades obtained. Students readmitted under this rule do not have an automatic right of readmission under Academic Policy 7.22. No student shall be allowed to withdraw and repeat any part of the first year more than once. See Section 9.01(F) for transcript content. Students matriculating prior to Fall 2017, are subject to the rule in place at the time of matriculation.

D. Except as set forth elsewhere in these Academic Policies, all students who voluntarily withdraw and subsequently return must meet all requirements of the class with which they graduate.

E. The Academic Policies concerning student withdrawals and visits do not waive the requirements of Sections 1.01(8) and 7.60.

F. After the first ten days of scheduled classes for the trimester, courses in which a student was enrolled at the time of voluntary withdrawal or granting of a leave of absence will appear on a student's transcript with a designation of "W" (withdrew).

G. A student may be denied readmission to the Law School if the Vice Dean for Academic & Student Affairs determines that, during the period after the student's withdrawal, the student has engaged in behavior or actions that would have precluded admission to the Law School or that interfere with or reasonably could be expected to interfere with, the educational process or the orderly operation of the Law School. This policy applies notwithstanding any Academic Policy that addresses readmission. A student may appeal such a denial of readmission to the Admissions Committee within 10 business days from the date the student receives notice of such denial of readmission. The Admissions Committee shall promptly issue a written decision with respect to any student appeal within a reasonable time. Any decision to deny a student readmission to the Law School shall remain in effect during the Admissions Committee's review of a student's appeal.

9.02 FAILURE TO REGISTER AFTER ATTENDANCE

A student in good standing who does not register for the next regular trimester, which constitutes a withdrawal, may return and register anytime within one year of their last attendance if they give written notice to the Vice Dean's Office of their intention to re-register at least three months prior to that registration date.
After the expiration of one year since last attendance, a student must apply for readmission with the Admissions Committee.

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

Summer terms are not considered for purposes of this section.

9.03 LEAVE TO VISIT ANOTHER LAW SCHOOL

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

A student who desires to graduate from California Western School of Law using credit earned at another law school must petition the Vice Dean for Academic & Student 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 & Student Affairs has established the following criteria for the purpose of considering petitions to visit and transfer a total of more than 8 units from other law schools:

1. The petitioning student must have a cumulative G.P.A. of 2.72 or better.

2. Attendance at another law school must be pursuant to an established program of California Western or there must be extraordinary circumstances for granting the petition. (Financial need and work opportunities are not considered “extraordinary circumstances” for purposes of this rule.)

3. A student’s final trimester must be in residence at California Western (See Section 1.01(3).)
Any student who is receiving his/her 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 & Student 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 his or her 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 his/her 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 his/her 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, the following information may be released without permission of a student, unless the student informs the Registrar in writing not to release such information.

Student Name
Address and Telephone Listing
Law School Email Address
Date and Place of Birth
Dates of Attendance
Degrees and Awards Received
Previous Institutions Attended
Class Year and Current Enrollment Status
Academic Honors

XI. MASTER OF COMPARATIVE LAW PROGRAM

Preface

Part XI supplements California Western School of Law’s Academic Policies for LL.M./M.C.L. Program students. LL.M./M.C.L. students shall be governed by all general provisions of the Academic Policies, providing that such policies are consistent with the specific provisions stated in Part XI.

11.01 GENERAL REQUIREMENTS

To be eligible for conferral of the Master of Laws in U.S. Law (LL.M.), or Master of Comparative Law (M.C.L.) degrees, a student must complete the following requirements:

1. Study in residence at California Western for a minimum of two trimesters.
2. Complete one trimester courses in Legal Skills I, and Introduction to U.S. Law.
3. LL.M candidates must complete the LL.M. legal writing requirement described in 11.04 (which may require taking the Legal Scholarship Training Seminar).
4. Earn a minimum of 18 credits (units) for the M.C.L. or a minimum of 24 credits (units) for the LL.M.
5. File with the law school Registrar a formal application to graduate. This form is available in the LL.M. /M.C.L. office. To be timely, the application must be filed before enrollment for the last trimester of work prior to the graduation date.
11.02 RESIDENCE REQUIREMENT

An LL.M./M.C.L. student must study for no fewer than two academic trimesters (or one academic year) in residence at California Western. Two trimesters of 65 class days each constitute the one required academic year. To be considered a full-time student, a student must enroll for a minimum of nine (9) class hours per week per trimester for M.C.L. students and for a minimum of twelve (12) class hours per week for LL.M. students. An LL.M/MCL student who is not in the U.S. on an F-1 (student) visa may choose to attend part-time. Such a student would meet the residence requirement by attending for three trimesters and enrolling in no fewer than five credits per trimester for the M.C.L. program and no fewer than six credits per trimester for the LL.M. program.

11.03 CREDIT FOR NON-CLASSROOM ACTIVITIES

Subject to a maximum of 6 credits, credit for non-classroom activities may be earned in the Clinical Externship Course. Subject to authorization from the Clinical Externship Office, a student may enroll in one externship for a maximum of 6 credits (not including the Externship Seminar which is one additional classroom credit) during the second trimester of study.

11.04 LL.M. WRITING REQUIREMENT

An LL.M. candidate must submit work satisfying the Writing requirement.

1. Approval of courses for LWR credit shall be determined by the Director of the LL.M program. The LL.M Writing Requirement (LWR) can be satisfied with the successful completion of either of the following projects:

(i) An original, in-depth research paper, which may be produced as part of an approved course of at least 2 credits that requires a paper. In exceptional cases and with the permission of the Director, the paper may be produced as an independent study project of at least 2 credits. If produced as part of an approved course, this paper shall comply with the requirements of that course. If produced as an independent study project, this paper shall be a minimum of 30 pages, typed, and double-spaced (excluding footnotes), in a form consistent with an approved form book.

(ii) A practice-oriented project that is produced as part of an approved Practicum course of at least 2 credits, which shall comply with the requirements of that course.

2. If a student undertakes the LWR in connection with an approved writing course for credit or a designated Practicum course for credit, then the student may not receive any additional credits for the paper or project produced beyond those granted by the SW or Practicum course. If a student fulfills the LWR by completing a paper as part of an independent study project, then the student may receive at least 2 credits for such project.

3. All LWR independent study projects must be supervised by a full-time faculty member from topic selection through final draft, and the faculty member must certify the project’s successful completion.
4. All students fulfilling the LWR by writing a paper for an approved course or as an independent study project must participate in the Legal Scholarship Training Seminar. This non-credit, non-graded course is offered each trimester.

5. The Director of the LL.M programs is authorized to establish additional requirements regarding the LWR in order to fulfill the purposes of the LL.M program.

11.05 GRADING

LL.M./M.C.L. candidates shall have their papers and examinations graded with all other students, and their grades shall be submitted to the Registrar, along with all other course grades. Grades shall be calculated in accordance with Academic Policy 6.02. Students who receive failing grades (F) in two or more courses will be academically disqualified for their inability to do satisfactory work under Academic Policy 7.11.

11.06 EMPLOYMENT LIMIT

Pursuant to Department of Homeland Security Immigration Citizenship and Immigration Regulations, LL.M./M.C.L. students (non-U.S. residents or citizens) may not be employed more than twenty (20) hours per week during their year of law school. LL.M./M.C.L. students may only work on campus during their year in law school. Students enrolled in F-1 status for one full academic year may then be authorized to work off-campus with approval for Optional Practical Training (OPT) from the U.S. Department of Homeland Security Service Center.

11.07 EARLY GRADUATION

Graduation normally occurs after completion of the second trimester of law study, usually during April or December. An LL.M./M.C.L. student may walk through commencement exercises upon completion of one (1) trimester (of not less than 8 passed credits) with permission of the Vice Dean for Academic & Student Affairs, but will not officially graduate until the requisite 18 (M.C.L.) or 24 (LL.M.) credits are successfully completed. The student will need to fill out a petition available in the Vice Dean of Academic & Student Affairs’ Office.

11.08 TRANSFER FROM LL.M PROGRAM TO J.D. PROGRAM
Successful LL.M. students at California Western may apply to enter the J.D. program as transfer students and receive credit for eligible coursework taken as LL.M. students. Candidates who apply under this provision will not be required to take the LSAT exam.

The applicant’s grades and the coursework completed in the LL.M. program will be the primary considerations in deciding whether a student will be allowed to transfer into the J.D. program. To be eligible to apply, students must have (1) completed a minimum of 17 credits and a maximum of 26 credits of course work in J.D. eligible courses (i.e. excluding courses that are only available to LL.M. students), including at least two courses in bar tested subjects with grades of not less than 2.0, and (2) earned a minimum cumulative GPA of 2.12. Admission and transfer of credits toward the J.D. degree will be determined in light of a number of factors including scholastic aptitude as demonstrated by performance in courses taken at California Western, and recommendations from California Western professors. The number of transfer credits accepted will be determined by the Vice Dean and the chair(s) of the Admissions Committee. LL.M. students may not receive J.D. credit for any courses that were only available to LL.M. students.

Students admitted to the J.D. program must complete all of the academic requirements for the J.D. degree, including all first-year and upper-level required coursework. Students must complete all required first-year coursework (unless they took any of these courses as an LL.M. student) and receive a cumulative GPA of 2.0 or better in those first-year courses (whenever taken) to continue beyond their fourth trimester of law school (including the two trimesters they were in the LL.M. program). Once students transfer into the J.D. program, they must comply with and satisfy all of the J.D. Academic Policies and will be graded and treated as J.D. students, including being subject to Academic Policies 2.01(c) and 9.01(c).

XII. LL.M. TRIAL ADVOCACY

12.01 CANDIDATES

Candidates for an LL.M. degree must have completed a JD degree or equivalent prior to matriculating in the program.

12.02 DEGREE REQUIREMENTS

To be eligible for the LL.M. degree, a candidate is required to complete 24 credit hours. Students must complete a minimum of 12 credits of prescribed coursework along with 12 credits for an externship approved by the Program Director.

LL.M. students shall be governed by the Statement of Academic Policies, except where these policies only apply to JD candidates or MCL candidates. In the event of a conflict between Part XII and the other parts of the Academic Policies, the provisions of Part XII shall apply. LL.M students are governed by all other CWSL policies and practices including, but not limited to, the policies and practices applicable to the Business Office, Career Services, Financial Aid Office, Library, and Registrar.
12.03 EXTERNSHIPS

Students are required to pass the minimum of 12 credits of prescribed coursework prior to commencing the externship. Students are required to work 40 hours a week for 14 weeks in their externship and follow all office policies as defined by the office where they are interning in as well as school polices as defined by the Student Handbook and the Program Director. Students may be withdrawn from the externship and receive a failing grade at any time if it is determined by the Vice Dean of Academic & Student Affairs, in consultation with the Program Director, that the student is not following office policies or school policies or otherwise not satisfactorily fulfilling their externship responsibilities. A student may appeal any withdrawal decision 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 decision with respect to any student appeal. Any decision to withdraw a student from the externship shall remain in effect during the Professional Responsibility Committee’s review of a student’s appeal.

12.04 GRADING

All students shall receive grades consistent with the law school’s grading policies. The minimum passing grade for all LL.M. classes is C. The externship shall be graded pass/fail.

XIII. MASTER OF ADVANCED STUDIES
IN HEALTH POLICY AND LAW

This joint master’s degree program from UC San Diego and California Western School of Law focuses on educating healthcare and legal professionals who need to be better informed and more influential in the shaping of healthcare law and policy. The program is designed to bridge the differences between healthcare and law to establish a common understanding of principles guiding each profession and to discover productive, practical solutions to the challenges ahead.

13.01 CANDIDACY

Candidates for the MAS degree in Health Policy and Law must possess the following criterion prior to matriculating into the program:

- Possession of an appropriate medical, healthcare, legal, or related degree.
- Undergraduate or post-baccalaureate record (a minimum GPA of 3.0 in the final two years of study expected).
- Minimum 3 years of relevant work experience, or the equivalent.
- Completion of online application for graduate admission.
- Resume or curriculum vitae illustrating experience and achievements.
- Compelling statement of purpose including a description of individual strengths and interests, how the program will benefit the applicant professionally, and potential ideas for the capstone projects.
- Letters of recommendation (3).
- TOEFL scores (English as a second language applicants only).
13.02 GENERAL REQUIREMENTS

To be eligible for conferral of the Master of Advance Studies in Health Policy and Law degree (MAS-HLAW), a student must complete the following requirements:

- Complete 24 credits or quarter (16 semester) units of Required Courses.
- Complete minimum 12 credits of quarter (8 semester) unit of Prescribed Elective Courses (must take a minimum of 4 units from each Group A, B, and C).
- Complete minimum 9 credits of quarter (6 semester) units of General Elective Courses.
- Complete 3 credits of quarter (2 semester) units of Independent Study Proposal and 3 credits of quarter (2 semester) units of Independent Study Project.
- Attain a GPA of 3.0 or higher upon graduation.
- File with HLAW Department a formal application to graduate.

13.03 OTHER REQUIREMENTS

- There is no residency requirement for MAS-HLAW.
- GRE/LSAT/GMAT results are not required for the MAS degree.

13.04 GRADING

- HLAW students shall be graded on a number grading scale from 50 to 95, with a grade lower than 66 considered an unsatisfactory grade. The number grading system is converted to a letter grade when the courses are transferred from CWSL to UCSD.
- MAS HLAW candidates shall have their papers and examinations graded with all other students, and their grades shall be submitted to the Registrar and HLAW Department at UCSD. Registrar shall maintain a record of the number grade for informational purposes.

13.05 EARLY GRADUATION

Graduation for the HLAW candidates at CWSL normally occurs after completion of the Independent Study Project (ISP), usually in December or June of the academic year. A MAS HLAW student may walk through graduation exercises while completing the ISP with prior approval of the Department but will not officially graduate until the requisite ISP course is successfully completed. UCSD’s Commencement ceremony takes place in June.

XIV. ONLINE LL.M. PROGRAMS

14.01 CANDIDATES

Candidates for the online Spanish-language LL.M. degree with a Concentration in Trial Advocacy must have successfully completed a professional degree in law in his/her non-U.S. countries of origin by the time of their matriculation in the Program.
14.02 DEGREE REQUIREMENTS

To be eligible for the LL.M. degree, a candidate is required to have completed 24 credit hours in the courses prescribed for the program. The program includes a one-week period of residency in San Diego at the beginning of the program, three trimesters of online study, and a one-week capstone period of residency in San Diego at the end of the program.

Candidates shall be governed by the Statement of Academic Policies, except where those Policies only apply to JD or MCL candidates. In the event of a conflict between Part XIV and the other parts of the Academic Policies, the provisions of Part XIV shall apply. Candidates are governed by all other CWSL policies and practices including, but not limited to, the policies and practices applicable to the Business Office, Career Services, Financial Aid Office, Library, and Registrar.

Candidates in the online LL.M. programs shall be governed by the Student Agreement, as well as any other rules of online conduct that may be prescribed by the Law School, their professors, or the Directors of the program.

14.03 GRADING

All candidates shall receive grades consistent with the school’s current grading policies. However, the grade curve will not be applicable to candidates in the online LL.M. programs. The minimum passing grade for all online LL.M. classes is C.
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. The American Bar Association proscribes as professional misconduct any activity involving misrepresentation. 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. 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. 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.

Meaning originally “to kidnap,” plagiarism is the act of taking the work of another and passing it off as one’s own. This may occur with or without intent. Proper acknowledgment requires conformity to these conventions: 1) Cite borrowed language, facts, or ideas—whether quoted or paraphrased; 2) Use quotation marks for lengthy phrases or distinctive phraseology; 3) Follow Bluebook format for when to use quotation marks or block quotes; 4) If the authority you have

1 California Western School of Law, Statement of Academic Policies 1.2.08 (“All written work submitted in any course or independent study shall be the student’s own original work product.”); Honor Code, art. II (proscription against “misrepresentation.”).


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 A: Although lack of intent is often a mitigating factor in determining sanctions, many regard the negligent or reckless appropriation of another’s work as plagiarism, even when it is the inadvertent product of careless research and note-taking.” FAJANS & FALK, supra note 5, at 127-28 (citing Terri Le Clerq, 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).

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.\textsuperscript{11}

Legal writing is subject to two kinds of plagiarism: overt and covert.\textsuperscript{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.\textsuperscript{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.\textsuperscript{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.\textsuperscript{15} If you cannot write your own words, quote.\textsuperscript{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.\textsuperscript{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.\textsuperscript{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.

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

Date: _______________________ Signature: _______________________________________

\textsuperscript{11}E.g., \textit{supra} note 7.

\textsuperscript{12}\textit{See FAJANS & FALK, supra} note 5, at 130-31.

\textsuperscript{13}Olken, \textit{supra} note 4, at 48-49.

\textsuperscript{14}\textit{Id}.

\textsuperscript{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.

\textsuperscript{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.

\textsuperscript{17}\textit{See FAJANS & FALK, supra} note 5, at 131-32. \textit{See supra} note 7: citing directly to Le Clercq would be improper absent having researched that work. Le Clercq must be therefore cited through citation of Fajans & Falk.

\textsuperscript{18}\textit{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-us/required-disclosures/higher-education-opportunity-act under Copyright Infringement. Students are also subject to our Copyright and File Sharing rules and sanctions, which can be accessed here https://www.cwsl.edu/-/media/files/aba-509/material_filesharecompliance.ashx?la=en. 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://www.cwsl.edu/student-life/library/student-computer-labs. Paragraph 6 of the AUP sets forth the campus policy and procedures relating to the Digital Millennium Copyright Act.

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

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

Copyright infringement is the act of exercising, without permission or legal authority, one or more of the exclusive rights granted to the copyright owner under section 106 of the Copyright Act (Title 17 of the United States Code). These rights include the right to reproduce or distribute a 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 faculty or library staff at any time for training purposes. Every effort will be made to notify students in advance of these training sessions.

APPROPRIATE USE OF NETWORK & COMPUTERS:
Note: the term 'network' used in this document includes all CWSL wired and wireless networks.
1. Introduction: The purpose of this document is to provide guidelines for the responsible use of computing, and for maintaining the integrity of the cabled and wireless networking systems at CWSL. Student use of CWSL computer and network resources is governed by this policy, the CWSL Student Honor Code, and applicable state and federal laws.
2. Access: The computer resources and facilities are solely for the use of CWSL registered students, faculty, staff, and approved guest accounts.
3. Confidentiality & Ownership: We will attempt to ensure the security of information residing on CWSL computing systems. Computing systems encompass all computer related equipment including but not limited to hardware, software, cabling, phone lines, data and communication devices that are CWSL property or under its control. The information residing on CWSL computing systems is considered proprietary in nature and is there to be viewed, accessed and disseminated only by or to authorized persons. Information residing on all CWSL computer systems is CWSL property. CWSL does not guarantee the privacy of data or use and reserves the right to monitor files, e-mail, and any usage of computer resources.
4. Violations: Violation of this policy, or applicable state and/or federal laws, may result in a permanent loss of computing privileges, referral to the proper authority on campus, administrative action, probation, suspension, expulsion, an obligation to make financial restitution, a fine and/or imprisonment. Violations of any computer system, computer laws and policies, and/or breach in security of any computer equipment should be reported as follows:
   - Within the Library: Report violations to the Library’s Associate Director for Public Services & Educational Technology, who will notify the Library Director and the Executive Director of Enterprise Systems when appropriate. The Executive Director of Enterprise Systems or the Library Director will notify the Vice Dean and/or Dean of Students, who will notify the Honor Code Violations Committee when a student is involved, or the Dean, when a non-student is involved.
   - Outside the Library: Report violations to the Executive Director of Enterprise Systems, who will then follow the appropriate procedures stated in the previous paragraph.

The user community is expected to cooperate with CWSL in its operation of computer systems and networks as well as in the investigation of misuse or abuse. Should the security of a computer system be threatened, user files may be examined under the direction of the appropriate Law School officials.
5. It is a violation of CWSL appropriate use policy for an individual to do any of the following:
   a. Create an unauthorized “Rogue” network connected to any CWSL network or computer.
   b. Use any of the microcomputers, workstations or networks for other than CWSL-related course work, research project or departmental activity. Computers, workstations or networks must not be used for individual personal financial gain unless in support of CWSL research or department projects or as permitted by CWSL policies.
   c. Use a network account that was not assigned to you by CWSL as a single or multiple-access user.
   d. Provide a password that was assigned to you by CWSL as a single or multiple-access user to another individual.
   e. Attempt to disguise the identity of the account or machine you are using.
   f. Attempt to circumvent data protection schemes or uncover security loopholes.
   g. Deliberately perform an act which will seriously impact the operation of computers, terminals, peripherals or networks, including but not limited to theft of equipment, tampering with the components of a local area network (LAN) or the high-speed backbone network, otherwise blocking communication lines, or interfering with the operational readiness of a computer.
   h. Run or install on any of the computer systems, or give to another, a program which could result in the eventual damage to a file or computer system and/or the reproduction of itself. This is directed toward but not limited to the classes of programs known as Malicious Software.
   i. Attempt to modify in any way hardware or software which CWSL supplies for any type of use at its sites. It is also a violation to load personal software on the computer system without the express written permission of the Executive Director of Enterprise Systems or the Library’s Associate Director for Public Services and Educational Technology.

8/16/2018
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.
I. Attempt to monitor another user's communications, or read, copy, change or delete another user's files or software, including e-mail and voice mail, without the owner's permission.
m. Intercept or interfere with the printing or downloading of the data of another user.
n. Fail to abide by the terms of all software licensing agreements and copyright laws.
o. Place the following information or software on any CWSL-owned system on or off campus:
   1. That which infringes upon the rights of another person.
   2. That which is abusive, profane or sexually offensive to the average person.
   3. That which consists of information which may injure someone else and/or lead to a lawsuit or criminal charges.
   Examples of these are pirated software, destructive software, obscene materials or libelous statements.
   4. That which consists of any advertisement for commercial enterprises.
   In addition, CWSL reserves the right to monitor all network bandwidth and/or prohibit any traffic that interferes with legitimate use of network resources. CWSL will manage the voice, data and video bandwidth. Prohibited activities include but are not limited to use of a computer or any device to monopolize network bandwidth and interfering with access to Internet based resources. The unauthorized sharing of any material not authored or created by the sender over the network is prohibited. This includes but is not limited to copyrighted materials, classroom lectures or other intellectual property. For example: movies, music or audio or video recordings of classroom lectures.
6. Digital Millennium Copyright Act
The Digital Millennium Copyright Act provides certain liability protections for online service providers, including CWSL, when their computer systems or networks carry materials that violate (infringe) copyright law. To qualify for liability protection, our law school is required to have a policy under which the computer accounts of users will be terminated if they repeatedly infringe on the copyrighted works of others.

Policy Statement:
Students, faculty and staff at CWSL are expected to comply with federal copyright law. Most creative and intellectual work has copyright protection even if it does not explicitly indicate it is copyrighted. Most often copyright is held by the author, but this may not necessarily be the case. Text (including email and web information), graphics, art, photographs, music, and software are examples of types of work protected by copyright.
- Copying, saving, distributing, sharing, downloading, and uploading a copyrighted work on the Internet, even if innocent or unintentional, may infringe the copyright for that work. Whenever CWSL becomes aware of probable violations of copyright law, the school will investigate and take timely action to stop such infringement. In the case of repeat infractions by a single network user, such action may include terminating the user's computer account and other access privileges.
- CWSL personnel will periodically scan user's network storage space for possible illegal copies of copyrighted files and require user to delete these files or show proof of valid license. Students who continually store illegal copies of copyrighted files on CWSL network storage space may lose network privileges. Note: This does not apply to student data NOT stored on the CWSL network.

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

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

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

1) The right to inspect and review the student's education records within 45 days after CWSL receives a request for access.
A student must submit to the Registrar a written request that identifies the record(s) the student wishes to inspect. The Registrar will make access arrangements and notify the student of the time and place where the records may be inspected. If the records are not maintained by the Registrar, s/he shall advise the student of the correct official to whom the request should be addressed.

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

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

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

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

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

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

In addition to other exceptions recognized under FERPA, CWSL may disclose education records without a student’s prior written consent in response to a court order or lawfully issued subpoena, and can provide access to such records to federal educational and auditing officers and accrediting organizations. Upon request, CWSL may disclose education records without consent to officials of another school in which a student seeks or intends to enroll. CWSL may also disclose personally identifiable information in connection with health or safety emergencies to appropriate parties.
With the exception of subpoenas, which are reviewed by the General Counsel, the Vice Dean for Academic and Student Affairs (or a designee) is responsible for determining the legitimacy of each request for information.

**DIRECTORY INFORMATION**

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

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

Updated May 2015

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

*Effective August 2020*

**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 it to the Assistant Dean for Student & Diversity Services.

II. Requests for accommodation should be made as soon as the need for accommodation is known to allow sufficient time for review, approval, and implementation of any appropriate accommodation.

III. All non-emergency requests for final exam accommodations or rescheduling due to a disability should be made thirty (30) calendar days prior to the last day of class. Requests must be made in writing, include appropriate documentation from a qualified professional, and be submitted to the Assistant Dean for Student & Diversity Services.

IV. Accommodation requests must be accompanied by current documentation from a qualified 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 & Diversity Services 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 & Diversity Services to evaluate the effectiveness of the accommodation.
I. INTRODUCTION

It is California Western School of Law (the School) policy to provide reasonable accommodation in full compliance with applicable law to enrolled students with qualified disabilities who request modification, accommodation, or auxiliary aides or service. Furthermore, the School is committed to providing overall educational program accessibility for qualified persons with disabilities.

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

The Vice Dean 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 Vice Dean ensures that these policies are both educationally sound and responsive to the needs of students with disabilities.

II. POLICY OF NON-DISCRIMINATION BASED ON DISABILITY

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

1. Students with disabilities shall have the opportunity to participate in School programs or activities, such as scholarly publications, interscholastic competitions, internships and externships, if they otherwise qualify for such programs or activities.

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.
2. No officially registered student organization shall discriminate in its membership practices on the basis of disability.
3. The School will not provide assistance to non-registered organizations or persons who discriminate against students on the basis of disability.
4. The School will provide reasonable accommodations to qualified students with disabilities, as necessary. However, all students will be required to meet the School’s academic standards, with or without reasonable accommodations.
5. The School shall provide personal advising, academic advising, and career advising without discrimination on the basis of disability. For example, qualified students with disabilities will not be counseled toward more restrictive career objectives than are other students without disabilities who have similar interests and abilities.
6. In providing financial assistance to qualified students, the School may not provide less assistance, limit eligibility for assistance, or otherwise discriminate on the basis of disability.
7. The location of programs within the physical plant will provide equal access to mobility and visually impaired students to the extent required by law.

III. PROSPECTIVE STUDENT POLICY AND PROCEDURES

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

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

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

IV. CURRENT STUDENT POLICY AND PROCEDURES

The School is committed to providing academic adjustments, auxiliary aids and services to qualified students with disabilities who self-identify and seek accommodations. Any student requesting or receiving accommodations should carefully review and comply with all of the School’s policies and procedures.

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

\(^{22}\) 34 C.F.R. §104.42(b)(1).
procedures. These policies and procedures are available through the Assistant Dean for Student & Diversity Services and on the School’s website.

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

A. Privacy and Confidentiality of Records

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

The Assistant Dean for Student & Diversity Services 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 & Diversity Services relating to any accommodations based upon disability. The records shall include the documentation submitted to verify the disability. All records are kept for five years after the student’s date of last attendance.

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

B. Procedure for Receiving Accommodations at the School

A student seeking accommodations is responsible for requesting disability accommodations in writing and for providing supporting documentation from a qualified professional(s) to the Assistant Dean for Student & Diversity Services 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 & Diversity Services to ensure that the student understands what types of information may be required in order to verify the disability and document the request for accommodations, and to begin the interactive process of determining the most appropriate accommodations, if any, for the student. Reasonable documentation which qualifies to support a request for accommodations at the School is discussed in Section IV (C) below.

The process for requesting accommodations is as follows:

1. Student obtains, reviews, and completes each section of the Accommodations Request Application which is available from the Office of Student & Diversity Services or here: https://www.cwsl.edu/student-life/campus-resources/student-services/disability-support.

2. Student submits the Request for Disability Services Form to the Office of Student & Diversity Services and provides the Health Care Professional Verification of Disability
Form and release to the qualified professional. See subsection C below for information on required supporting documentation for a request for accommodations.

3. Qualified Professional(s) submits the Health Care Professional Verification of Disability Form and relevant supporting documentation directly to the Office of Student & Diversity Services. Health Care Professional Verification of Disability Form(s) and supporting documentation received from the student will not be accepted and will delay review of the student's request for accommodations and the interactive process for determining accommodations at the School.

4. 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 & Diversity Services will review the packet to assess whether it is sufficient to meet the School’s criteria for establishing a disability and supporting the student’s request for accommodations and schedule an in-person meeting with the student as part of the interactive process to determine what accommodations are reasonable and approved by the School.

5. Each student receiving academic accommodations shall meet periodically with the Assistant Dean for Student & Diversity Services to evaluate the effectiveness of accommodations.

6. Accommodations are subject to review, revision and possible termination upon any change in the nature of the disability or the student’s failure to properly utilize the services provided.

C. Documentation Required in Support of a Request for Accommodations

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

1. A diagnostic statement 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 (e.g. transfer student who has been continuously enrolled in college and has a history of receiving services and accommodations in a similar setting, non-traditional aged student whose documentation accurately describes his/her current ability to function academically). 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.

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23 The diagnostic systems used by the Department of Education, the State Department of Rehabilitative Services or other State agencies and/or the current edition of either the Diagnostic and Statistical Manual of The American Psychiatric Association (DSM-V) or the International Statistical Classification of Diseases and Related Health Problems of the World Health Organization (ICD) are the recommended diagnostic taxonomies.
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. Treatments, medications, and/or assistive devices/services currently prescribed or in use. Include a description of treatments, medication, assistive devices, accommodations and/or assistive services in current use and their estimated effectiveness in reducing the impact of the disability. Significant side effects that may impact physical, perceptual, behavioral or cognitive performance should also be noted.

5. A description of the expected progression or stability of the impact of the disability over time, particularly the next five years. 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.

6. 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 six elements, the qualified professional should recommend necessary accommodations, adaptive devices, assistive services, compensatory strategies, and/or collateral support services. Recommendations from professionals with a history of working with the individual provide valuable information for the review process. If no accommodations have been provided prior to law school admission, the qualified professional must 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 does not ensure the student will receive the same or any accommodations in the law school setting.

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

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

1. Verification of Mental or Psychological Disabilities

In defining a disability as primarily mental or psychological in nature, the School employs the definition of mental disorders as described in the most current edition of the *Diagnostic and Statistical Manual of Mental Disorders* (5th edition, DSM-V), Washington, DC, American Psychiatric Association.24

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 directly to the Office of Student and Diversity Services with the professional’s letterhead attached and contain the professional’s signature and license number.

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 & Diversity Services who may consult with a licensed professional that may review, at a cost borne by the School, the student’s request and documentation.

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 directly to the Office of Student and Diversity Services with the professional’s letterhead attached and contain the professional’s signature and license number.

3. Verification of Learning Disability

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

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24 When this policy was updated, the most current edition of the *Diagnostic and Statistical Manual of Mental Disorders* was the 5th edition released in 2013.
Documentation must be submitted directly to the Office of Student and Diversity Services with the professional’s letterhead attached and contain the professional’s signature and license number.

4. **Attention Deficit Disorder (ADD)/Attention Deficit Hyperactivity Disorder (ADHD)**

A student with ADD/ADHD must provide professional documentation to the Assistant Dean for Student & Diversity Services that indicates a current (no more than three years old) diagnosis of ADD/ADHD that is based on age-appropriate (upon entrance to the School) diagnostic evaluations administered by qualified (i.e., certified or licensed) professionals (e.g., psychiatrists, psychologists, or neuropsychologists).

The professional evaluation must include:

a. Diagnostic interview addressing relevant historical information including: age at initial diagnosis; past and current academic achievement; evidence of behaviors that significantly impair functioning in two or more settings; discussion of medication; history and effectiveness of accommodations in past education settings; and, if no history of accommodations exists, rationale as to why they are essential at this time;

b. A description of the procedures used to diagnose the disability (include a list of all instruments used in the assessment);

c. Discussion of the testing results and behavior, including the symptoms that meet the criteria diagnosis. If the student was evaluated while on medication, the description should indicate the effect this may have had on performance;

d. DSM-V diagnosis; and

e. Diagnostic summary statement that includes the following information:

i. Clear statement that ADHD does or does not exist, including a rule-out of alternative explanation for behaviors. Terms such as “appears,” “suggests,” or “has problems with” in the diagnostic summary statement do not support a conclusive diagnosis.

ii. Clear statement specifying the substantial limitations to one or more major life activities and the degree of severity. If the limitations are in learning (e.g., reading, written expression), an appropriate psycho-educational evaluation must be administered to document ability/achievement discrepancies.

iii. Recommendations regarding medications.

iv. Recommendations for accommodations, including rationale.

E. **Transitory and Minor Disability**

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

Students seeking accommodations on the basis of a transitory and minor 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 disability must reflect the student’s current level of
disability, and shall be no older than 60 days. The cost of obtaining the professional
verification shall be borne by the student.

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

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

No retroactive accommodations are provided. That is, the work completed before an
accommodation is formally requested, processed and granted is not reconsidered or
adjusted. The absence of an accommodation before such accommodation is requested and
reviewed is, for example, not a basis for appeal, readmission, or other special consideration.
Accordingly, it is imperative that a student who believes an accommodation might be
appropriate consult with the Assistant Dean for Student & Diversity Services 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. The School has
identified the following examples of accommodations which have removed barriers to

1. Academic Requirements - Accommodations in this category include those necessary to
ensure that academic requirements do not discriminate or have the effect of
discriminating, on the basis of disability, against a qualified applicant or student with a
disability. Academic requirements that can be demonstrated as essential to the School’s
program of instruction need not be changed, but the school will engage in a careful,
thoughtful and rational review of the academic program and its requirements in order to
determine if alternatives are reasonable based on the student’s specific needs.

2. Course Examinations - Accommodations made so that examinations or other
procedures for evaluating students’ academic achievement shall include methods of
evaluating students to ensure that the evaluation results represent the student’s
achievement in the course, rather than reflecting a student's impaired sensory, manual
or speaking skills (except where such skills are the factors that the test purports to
measure). Any adjustments and accommodations in the conduct of exams which alter
the administration of the exam shall be made in consultation with the Assistant Dean for
Student & Diversity Services.
All examinations taken with exam accommodations are under the supervision of the Assistant Dean for Student & Diversity Services. All correspondence regarding exam accommodations, exam dates and times, and exam locations, should be directed to the Assistant Dean for Student & Diversity Services.

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 & Diversity Services and/or the Vice Dean. 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. Students are strongly discouraged from discussing their exam accommodations with professors and other students. This is to protect the anonymous exam process.

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 thirty (30) minutes after the scheduled starting time, the Assistant Dean for Student & Diversity Services or the Vice Dean may reschedule the exam should there be an extraordinary and compelling excuse.

e. Should the student become ill and unable to sit for the examination, the student must first notify the Vice Dean or the Assistant Dean for Student & Diversity Services. Any decision about a change in time or date can only be made by the Vice Dean or Assistant Dean for Student & Diversity Services.

3. Classroom Adjustments - Accommodations in this category include those necessary to ensure students with disabilities have equal access to educational materials as students without disabilities. Classroom adjustments include, but are not limited to, note takers, recording of lectures, alternative format books, and/or accessing classroom materials in alternative formats as long as cost is not an undue burden to the School. Depending on the specific classroom accommodation requested, the School may require the student to provide additional information to support the specific adjustment.

4. Auxiliary Aids - The School shall either provide or assist qualified students in acquiring educational auxiliary aids designed to enable them to participate fully in an academic program. The assistance provided may include contacting existing resources, such as State and community agencies, private charitable organizations, and individual volunteers. The School is not responsible for providing services of a personal nature, such as attendants.

5. Priority Registration for Courses
The Assistant Dean for Student & Diversity Services may, in extraordinary cases, make special arrangements with the Registrar’s Office for qualified students with disabilities to register early if the specific impact of such disabilities necessitates priority registration.
6. **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. Student who request to have a service animal must contact the office of Student & Diversity Services 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 & Diversity Services.

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.

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

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

I. **Administrative Discretion**
   Subject to applicable rules of confidentiality, the Assistant Dean for Student & Diversity Services shall provide information to appropriate administrative staff and faculty when necessary to arrange for efficient administration of accommodations.

J. **Disqualified Upper Division 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 an upper division student who identifies as a student with a disability, the petition will be supplemented by a report from the Assistant Dean for Student & Diversity Services providing, in a summary, chronological form, any available information regarding the nature of the disability, the extent to which it affects the student’s ability to participate or perform in the academic program, the accommodations requested by the student, those granted, if any, and any other information contained in the student’s file relevant to the petition.

K. **Post-Graduation Policy and Services**

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

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

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

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

L. **Informal Dispute Resolution Procedure**

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

After the review meeting with the Assistant Dean, the student may file a petition for review with the Vice Dean for Academic and Student Affairs. This petition for review should be in writing, and specify, with particularity, the reasons for disagreement with the determination by the Assistant Dean or the Office of Student & Diversity Services. 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.26

The Vice Dean will review the written petition for review and the student's disability documentation submitted in support of the request for accommodations, and may consult with the relevant parties, other School employees, or disability specialists. The student is encouraged, though not required, to meet with the Vice Dean to discuss the student’s petition (“optional meeting”), which meeting shall be held, if feasible, within three (3) business days of the date of receipt of the petition. The Vice Dean will make a determination on the petition (“final determination”) within seven (7) business days of the date of receipt of the petition,27 which final determination will be communicated in writing to the student.

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26 This seven (7) day period may be extended for good cause upon written notice to the Vice Dean.

27 This seven (7) day period may be extended for good cause upon written notice to all interested parties.
student disagrees with the final determination, the student may file a formal grievance pursuant to paragraph M, below.

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

<table>
<thead>
<tr>
<th>Action</th>
<th>Assistant Dean for Student &amp; Diversity Services (ADSDS) provides initial determination</th>
<th>Student schedules review meeting with ADSDS</th>
<th>Student may file petition for review with Vice Dean (VD)</th>
<th>Student may request optional meeting with VD</th>
<th>VD makes final determination</th>
</tr>
</thead>
<tbody>
<tr>
<td>Timeline</td>
<td>Day 1</td>
<td>Within 5 business days of Day 1</td>
<td>Within 7 business days of review meeting</td>
<td>Within 3 business days of receipt of petition for review</td>
<td>Within 7 business days of receipt of petition for review</td>
</tr>
</tbody>
</table>

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

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

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

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

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

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

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

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

V. **BUILDING ACCESSIBILITY**

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

B. **Elevators**
1. **225 Cedar Street** - The building is equipped with two elevators which access all four floors of the building, as well as three floors in the parking garage. The elevators are equipped with buttons with raised numbers, Braille symbols, and auditory signals. Both elevators are located in the northwest corner of the courtyard.
2. **290 Cedar Street** - The building is equipped with two elevators which access all four floors of the building. The elevators are equipped with buttons with raised numbers, Braille symbols, and auditory signals. Both elevators are located in the west interior of the building.

3. **350 Cedar Street** - The building is equipped with one elevator, which accesses the lower level and three floors of the building. The elevator is equipped with buttons with raised numbers, Braille symbols, and auditory signals. The elevator is in the westerly part of the lobby.

C. **Restrooms**
   1. **225 Cedar Street** - There are accessible restrooms with designated stalls in the southeast corner of each of the four floors in this building, and accessible all-gender restrooms in the 1st floor space contiguous to the Experiential Learning Center.
   2. **290 Cedar Street** - There are accessible restrooms on each floor in the northwest corner.
   3. **350 Cedar Street** - There are accessible restrooms on the lower level and on the 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) 525-1487.

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

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

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

Updated August 2020

**V. STUDENT GRIEVANCE PROCEDURE**

This Student Grievance Procedure provides guidance for a student who has a grievance with another member of the Law School community. A grievance is a complaint arising out of any allegedly unauthorized or unjustified act or decision by an employee of the Law School that adversely affects the status, rights or privileges of a student. (The Honor Code procedure is
generally the appropriate forum for complaints between students and this grievance procedure may not be used to contest or otherwise re-litigate the results of an Honor Code Violation Proceeding or the application of an Academic Policy.) This grievance procedure may also be used to bring to the attention of the Law School a significant problem that directly implicates the Law School’s program of legal education and its compliance with the ABA Standards and Rules of Procedure for Approval of Law Schools or the laws of the State of California.

Several policies in the Student Handbook contain federally mandated grievance procedures. Please refer to individual policies for information on redressing grievances involving those policies. Situations not covered elsewhere in the Student Handbook will be addressed as follows.

Discussion between persons directly involved in a grievance is encouraged, both in the early stages and throughout a dispute. If a problem remains after discussion, the student should promptly deliver a complaint to the Assistant Dean for Student & Diversity Services. (If the complaint is against the Assistant Dean for Student & Diversity Services, it should be delivered to the Vice Dean for Academic and Student Affairs.) The complaint must be in writing and include sufficient detail about the grievance, including, but not limited to, the nature of the grievance, the identity of others involved, and any other information the student believes would aid a fact finder in making a reasonable decision.

Upon receipt of a properly submitted student complaint, the Assistant Dean for Student & Diversity Services will notify the Vice Dean for Academic and Student Affairs of receipt of the complaint. The Vice Dean will review the complaint to determine whether it can be resolved administratively and with the approval of the student who filed the complaint. If the Vice Dean determines administrative action cannot resolve the complaint, the Vice Dean shall refer the complaint to the Grievance Hearing Panel (the Panel). This referral shall occur within 10 business days from receipt of the initial complaint unless the Vice Dean determines that additional time is needed, in which case the Vice Dean will inform the participants.

The Panel will consist of three individuals appointed by the Vice Dean. After reviewing the complaint, the Panel will provide a written decision, including an explanation of the basis for its decision, to the student, the Assistant Dean for Student & Diversity Services, the Vice Dean, and the Dean. The Panel decision will be issued within 30 business days from receipt of the complaint unless the Panel determines that additional time is needed, in which case it will inform the participants.

If the student is dissatisfied with the Panel’s decision, the student may promptly submit a written appeal to the Vice Dean for Academic and Student Affairs (unless the complaint is against the Vice Dean for Academic and Student Affairs). This appeal must be submitted within 10 business days from receipt of the Panel’s decision. The Vice Dean for Academic and Student Affairs will review the Panel’s decision and provide a written decision to all affected parties. The decision will be issued within 30 business days from receipt of the appeal unless the Vice Dean determines that additional time is needed, in which case he or she will inform the student. This decision shall be the school’s final decision.

If the student is dissatisfied with the Panel’s decision and the complaint is against the Vice Dean for Academic and Student Affairs, the student may promptly submit a written appeal to the Dean. This appeal must be submitted within 10 business days from receipt of the Panel’s decision. The Dean will review the Panel’s decision and provide a written decision to all affected parties. The decision will be issued within 30 business days from receipt of the appeal unless
the Dean determines that additional time is needed, in which case he or she will inform the student. This decision shall be the school’s final decision.

If a student’s complaint is about 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 Grievance Procedures, the student may contact the ABA:

https://www.americanbar.org/groups/legal_education/accreditation/complaint_procedures/

Students who have a complaint about their educational experience at the Law School, which is not resolved through the above outlined internal procedures or through the ABA, may contact the following California State agency for assistance. An individual may contact the Bureau for Private Postsecondary Education (“Bureau”) for review of a complaint. The Bureau may be contacted at:

Address:  2535 Capitol Oaks Drive, Suite 400
Sacramento, CA 95833
Telephone:  (916) 431-6959
Fax:   (916) 263-1897
Website:  www.bppe.ca.gov

All members of the Law School community are prohibited from retaliating against an individual who files a grievance. Any form of retaliation is a violation of this Student Grievance Procedure and must be reported immediately to the Assistant Dean for Student & Diversity Services, the Vice Dean of Student and Academic Affairs, or the Dean, as appropriate. Any person found to have retaliated against another individual for filing a grievance will be subject to disciplinary action.

Maintenance of Records of Complaint
Except as otherwise provided under school policy, the Law School shall maintain a complete written record of each formal complaint and how it was investigated and resolved. These records shall be maintained in a confidential manner in the office of the Vice Dean for Academic and Student Affairs for five years from the date of the resolution, unless new circumstances dictate that the file should be kept for a longer period of time.

Effective Date:  The California Western School of Law Student Grievance Procedure is effective as of August 15, 1994, and updated as of Fall 2019.

VI. CALIFORNIA WESTERN SCHOOL OF LAW

CODE OF STUDENT PROFESSIONAL CONDUCT

Adopted November 8, 2007

ARTICLE I. PURPOSE
The Purpose of the Code of Student Professional Conduct is to promote and sustain a California Western School of Law (“CWSL”) community of trust, respect, and understanding in the pursuit of professional, intellectual, educational, and personal interests.
ARTICLE II. STANDARDS OF CONDUCT
CWSL students are truthful, responsible, and professional toward each other and all other members of the CWSL community. They do not take unfair advantage of each other, nor do they engage in dishonesty, fraud, deceit, theft, misrepresentation, or harassment. They also must not violate CWSL’s published policies. Students have an obligation to report known violations of this Code and assist in its enforcement.

ARTICLE III. PROCEDURES FOR ENFORCEMENT
§1. REPORTING
Known and suspected violations of these standards of conduct shall be reported, orally or in writing, to the Vice Dean for Academic and Student Affairs or the Assistant Dean for Student & Diversity Services.

§2. INFORMAL INQUIRY
Upon receiving an allegation, the Vice Dean for Academic and Student Affairs or the Assistant Dean for Student & Diversity Services shall, if appropriate, initiate an inquiry. This may be done either personally, or through a specially appointed investigator. During this informal inquiry, the Vice Dean for Academic and Student Affairs or the Assistant Dean for Student & Diversity Services may take such interim action as s/he deems necessary to protect the health, safety, and welfare of the law school community, and to avoid disruption of the academic process.

§3. INFORMAL ADMINISTRATIVE DISPOSITION
The Vice Dean for Academic and Student Affairs or the Assistant Dean for Student & Diversity Services may administratively dispose of a charge or informal inquiry in any of the following ways:

a) DISMISSAL of the accusation.

b) DIVERSION of the accusation to any appropriate informal process, with the referring Dean reserving the power to accept or reject the outcome.

c) ADMINISTRATIVE SANCTION, such as a warning, oral or written reprimand, public or private apology, restitution, community service, counseling at the student's expense, loss of academic credit or grade reduction (with consent of the professor), exclusion from law school activities or graduation exercises, probation with or without conditions, and suspension for no more than one term, with or without conditions.

§4. FORMAL PROFESSIONAL RESPONSIBILITY COMMITTEE DISPOSITION.
The Vice Dean for Academic and Student Affairs or the Assistant Dean for Student & Diversity Services may, in his or her discretion, directly refer a case for formal hearing to the Professional Responsibility Committee (PRC). A formal PRC hearing shall also be held if requested by an accused student prior to administrative disposition or within 10 days thereafter. The PRC may dispense with a hearing and informally resolve any matter submitted for formal hearing.

All hearings shall be at the time and place determined by the PRC. The PRC shall appoint the members of the Hearing Panel, which may include members of the PRC. The Hearing Panel shall review all matters de novo.

The Vice Dean for Academic and Student Affairs, the Assistant Dean for Student & Diversity Services, or his or her designee shall present relevant evidence to the Hearing Panel. The accused student has the right to be present, to receive a statement of the charges against him or her, to be personally heard, and to present appropriate evidence and arguments. The accused student may also elect to have a spokesperson present during the hearing. The student or the student’s spokesperson shall have the right to cross examine witnesses. The
Hearing Panel shall determine the admissibility of evidence without being bound to rules of evidence and/or procedure.

§5. FORMAL RESOLUTION.
A majority of the Hearing Panel shall announce its decision and shall prepare a final written report which shall be delivered to the accused student and to the Vice Dean for Academic and Student Affairs or the Assistant Dean for Student & Diversity Services within ten (10) business days of the completion of the hearing.

If the majority of the Hearing Panel determines that a student has failed to conform to the STANDARDS OF CONDUCT, it shall state the applicable sanction in its written report. The Hearing Panel sanction may consist of any sanction which could have been imposed by administrative disposition, as well as any other sanction it deems proper and just, including suspension for more than one term or expulsion from the Law School. The Hearing Panel may consider any mitigating and/or aggravating factors in determining the appropriate sanctions. For example, a confession by an accused student may be considered a mitigation factor.

The Vice Dean for Academic and Student Affairs and the Assistant Dean for Student & Diversity Services, in consultation with the Dean, shall impose all sanctions, as determined by the Hearing Panel. A Hearing Panel Report which imposes a sanction shall become part of the sanctioned student’s record.

Updated August 2019
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 within 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 ROOMS28

<table>
<thead>
<tr>
<th>Emergency 9-1-1</th>
</tr>
</thead>
<tbody>
<tr>
<td>San Diego Police 619-531-2000 (24/7 Main #)</td>
</tr>
<tr>
<td>Scripps Mercy Hospital 619-686-3800 (ER)</td>
</tr>
<tr>
<td>Sharp Memorial Hospital 858-939-5611 (ER)</td>
</tr>
<tr>
<td>UCSD Medical Center – Hillcrest 619-543-6222 (Main)</td>
</tr>
</tbody>
</table>

HOSPITALS (SART29 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 |
| Women’s Resource Center 760-757-3500 |

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

CONFIDENTIAL AND NONCONFIDENTIAL REPORTING OPTIONS

Confidential Reporting Options

Individuals are encouraged to make a prompt report to law enforcement and to the school. Confidential resources will not share information with the school nor will speaking with a

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

29 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.
confidential resource trigger action by the school unless there is an imminent threat to self or others.

CA Crime Victims Crisis Hotline 619-232-3300
San Diego Rape Crisis Hotline - CCS 888-385-4657 Toll Free
San Diego Victim Assistance Program 619-531-4041
Women’s Resource Center 760-757-3500

Non-Confidential Reporting Options
Non-confidential resources have an obligation to report or take action on any complaints they receive. To the extent permitted by law, the confidentiality and identities of all parties involved will be observed provided it does not interfere with the School’s ability to conduct an investigation or take any corrective action deemed appropriate. California Western encourages all individuals to make a prompt report to the school using the options below. The Campus Resources are required to refer such incidents to the Title IX Coordinator who will ensure a prompt and equitable review, investigation, and resolution.

On Campus

Title IX Coordinator
Vice Dean of Academic and Student Affairs 619-515-1567
TitleIXCoordinator@cwsl.edu

Deputy Coordinator – Employees
Vice President of Administration 619-515-1558
DeputyCoordinator-Employees@cwsl.edu

Campus Security 619-525-1417

Deputy Coordinators - Students
Asst. Dean for Student & Diversity Services 619-515-1576
DeputyCoordinator-Students@cwsl.edu

Asst. Dean for Academic Achievement 619-515-1578
DeputyCoordinator-Students@cwsl.edu

Off Campus

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

VIII. TITLE IX - SEXUAL HARASSMENT AND DISCRIMINATION POLICY

The full Title IX Policy is available online in the Student Handbook on the CWSL website at www.cwsl.edu/studenthandbook and excerpts are listed below.

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

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

CWSL's policy is to provide an educational, employment, and business environment free of all forms of sex discrimination, including but not limited to unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct or communications constituting sexual harassment, as defined in this policy and as otherwise prohibited by state and federal statutes. CWSL prohibits all forms of sexual harassment, including acts of sexual assault and sexual misconduct, which is a form of sex discrimination. This policy prohibits the sexual harassment of CWSL students, faculty, and staff 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 Vice Dean of Academic and Student Affairs serves as CWSL's Title IX Coordinator and manages the School's compliance with Title IX. When a student, faculty or staff member, or other participant in the School's programs and activities feels that they have been subjected to discrimination on the basis of sex, they may contact the Title IX Coordinator or utilize the Title IX Grievance Procedures to bring concerns forward for the purpose of obtaining a prompt and equitable resolution.

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

The Title IX Discrimination and Harassment Policy is intended to define School standards and to outline the investigation and grievance processes when those standards are violated.
DEFINITIONS
The Violence Against Women Reauthorization Act of 2013 ("VAWA") added new crimes that may fall under the Title IX Policy. The term Sexual Misconduct, as used in this Policy, includes, but is not limited to:

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

**Sexual Harassment** is a subset of Sexual Misconduct and includes unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature, on or off campus, when: 1) submission to such conduct is made either explicitly or implicitly a condition of an individual's employment or academic standing or progress; or 2) submission to or rejection of such conduct is used as the basis for employment decisions or for academic evaluation, grades, or advancement; or 3) such conduct has the purpose or effect of unreasonably interfering with an individual's work or academic performance or creating an intimidating or hostile academic or work environment. Sexual harassment may take many forms. Sexual Harassment may consist of repeated actions or may even arise from a single incident if sufficiently extreme.

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

Examples of sexual harassment include, but are not limited to: subtle or persistent pressure for sexual activity; unnecessary touching, pinching or brushing against a person; requesting or demanding sexual favors concerning employment, academic activities, or other school activities; unwelcome communications (verbal, written, electronic, etc.) of a sexual nature; and failure to accept the termination of a consensual relationship with repeated and persistent requests and behavior. For this Policy, sexual harassment and sex discrimination may also include the following acts.

**VAWA Complaints** - VAWA identifies four specific complaints that may fall under the Title IX Policy: Sexual Assault, which is defined above, Dating Violence, Domestic Violence, and Stalking.

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

**Domestic Violence** is defined as abuse committed against an adult or a minor who is a spouse, former spouse, cohabitant, former cohabitant, or person with whom the suspect has had a child or is having or has had a dating or engagement relationship.
**Stalking** includes conduct directed at a specific person that would cause a reasonable person to: 1) fear for his or her safety or the safety of others; or 2) suffer substantial emotional distress. Such behaviors or activities may include, but are not limited to non-consensual communications (i.e., face-to-face, telephone, email, and social media), threatening or obscene gestures, surveillance, or showing up outside the targeted individual's classroom, residence or workplace. Under California law, stalking means “any person who willfully, maliciously, and repeatedly follows or willfully and maliciously harasses another person and who makes a credible threat with the intent to place that person in reasonable fear for his or her safety, or the safety of his or her immediate family is guilty of the crime of stalking…”

**EXCERPTS OF SEXUAL HARASSMENT AND DISCRIMINATION POLICY**

**GENERAL POLICIES**
California Western School of Law ("CWSL" or "School") seeks to ensure that no students or employees are excluded from participation in, or denied the benefits of, any School program or activity on the basis of sex. Members of the School community, as well as guests and visitors, have a right to be free from sexual harassment, violence and gender-based harassment. When an allegation of sexual misconduct is investigated, and a responding community member is found to have violated the Sexual Harassment and Discrimination Policy ("Policy") or to have engaged in other inappropriate conduct, discipline or corrective measures may be imposed.

**PURPOSE**
CWSL has established the procedures outlined in this Policy in order to: 1) educate and promote awareness of the School policies against sexual harassment and misconduct; 2) provide all members of the School community with a process for promptly reporting any concerns regarding potential sexual harassment or related inappropriate conduct; and 3) provide guidelines for prompt and effective responses to any reports of sexual harassment.

**NOTICE OF NON-DISCRIMINATION**
CWSL expressly prohibits discrimination 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 Vice Dean for Academic and Student Affairs at TitleIXCoordinator@cwsl.edu.

**TITLE IX AND THE TITLE IX COORDINATOR**
Title IX of the Education Amendments of 1972 ("Title IX"), 20 U.S.C. § 1681 et seq., and its implementing regulations, 34 C.F.R. Part 106, prohibit discrimination on the basis of sex in education programs or activities operated by recipients of federal financial assistance. Title IX states:

No person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance.

**Title IX Coordinator**
The School has designated the Vice Dean for Academic & Student Affairs to serve as the School’s Title IX Coordinator ("Title IX Coordinator"). The Title IX Coordinator is responsible for implementing and monitoring Title IX compliance on behalf of CWSL. The Title IX Coordinator’s specific responsibilities include, but are not limited to, coordination of training, education, communications, providing prompt and effective response to reports of Sexual Misconduct in accordance with this Policy, initiating investigations of alleged Sexual Misconduct, maintaining records of reports of Sexual Misconduct including records of investigations,
voluntary resolutions, and disciplinary action, as appropriate, and identifying and addressing any patterns or systemic problems that arise during the review of Sexual Misconduct complaints.

When students or employees feel they have been subjected to discrimination on the basis of sex, which includes but is not limited to sexual harassment or gender discrimination, they should contact the Title IX Coordinator or utilize the grievance procedures in this Policy, see infra at Section IX to XIII, to bring concerns forward for the purpose of obtaining a prompt and equitable resolution.

Any inquiries regarding Title IX or this Policy should be directed to either the Title IX Coordinator or any of the Deputy Title IX Coordinators identified in the following Section.

The Title IX Coordinator can be reached at the following:

Vice Dean for Academic & Student Affairs  
California Western School of Law  
225 Cedar Street  
San Diego, CA 92101-3046  
619-515-1567  
Title IX Coordinator@cwsl.edu

**Deputy Title IX Coordinators**

Deputy Title IX coordinators (“Deputy Coordinators”) are responsible for implementing and monitoring Title IX compliance at CWSL and for notifying the Title IX Coordinator of any alleged or suspected violations of this Policy and the resolution of such alleged or suspected violations, regardless of whether a complaint is filed.

Students and employees who have a complaint against any individual involving allegations of Sexual Misconduct in violation of this Policy should contact the Title IX Coordinator or one of the Deputy Coordinators. The Deputy Coordinators are listed below.

<table>
<thead>
<tr>
<th>Complaints Against Students:</th>
<th>Complaints Against Employees:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assistant Dean for Student &amp; Diversity Services</td>
<td>Vice President of Administration</td>
</tr>
<tr>
<td>California Western School of Law</td>
<td>California Western School of Law</td>
</tr>
<tr>
<td>225 Cedar Street</td>
<td>225 Cedar Street</td>
</tr>
<tr>
<td>San Diego, CA 92101-3046</td>
<td>San Diego, CA 92101-3046</td>
</tr>
<tr>
<td>619-515-1576</td>
<td>619-515-1593</td>
</tr>
<tr>
<td><a href="mailto:DeputyCoordinator-Students@cwsl.edu">DeputyCoordinator-Students@cwsl.edu</a></td>
<td><a href="mailto:DeputyCoordinator-Employees@cwsl.edu">DeputyCoordinator-Employees@cwsl.edu</a></td>
</tr>
</tbody>
</table>

**External Resources**

Additional inquiries about Title IX or CWSL’s application of Title IX may be made to the United States Department of Education’s Office for Civil Rights:

San Francisco Office  
Office for Civil Rights  
U.S. Department of Education  
50 Beale Street, Suite 7200  
San Francisco, CA 94105-1813  
415-486-5555  
ocr.sanfrancisco@ed.gov

The federal Equal Employment Opportunity Commission (“EEOC”) and the California Department of Fair Employment and Housing (“DFEH”) investigate complaints of unlawful harassment in employment. The
U.S. Department of Education Office for Civil Rights ("OCR") investigates complaints of unlawful Sexual Misconduct by students in educational programs or activities.

In some circumstances, these agencies may serve as neutral fact finders and attempt to facilitate the voluntary resolution of disputes. For more information, contact the nearest office of the EEOC, DFEH or OCR.

POLICY SCOPE

General

This Policy prohibits Sexual Misconduct as defined herein. The School will respond promptly and effectively to reports of Sexual Misconduct and will take appropriate action to prevent, to correct, and when necessary, to discipline behavior that violates this Policy.

Prohibited Acts

CWSL strives to provide an educational, employment, and business environment free of all forms of sex discrimination, including, but not limited to unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct or communications constituting Sexual Misconduct, as defined in this Policy, the Code of Student Professional Conduct ("Honor Code"), the Student Handbook, the Employee Handbook, and as otherwise prohibited by state and federal statutes.

Scope of Policy and Jurisdiction

This Policy applies to all CWSL community members, including students, faculty, staff and third parties, such as volunteers, contractors and visitors. Alleged misconduct subject to this Policy ("Sexual Misconduct") includes both Title IX Sexual Harassment (which is defined by law) and Community Standards Sexual Harassment (which includes alleged conduct that does not meet the definitions under Title IX, but nonetheless violate CWSL's community standards), as discussed further in the Definitions (Section VI) below.

This Policy applies regardless of the complainant's or respondent's sexual orientation, sex, gender identity, age, race, nationality, religion or ability.

Sexual Misconduct by an employee that violates this Policy is considered to be outside the normal course and scope of employment.

This Policy applies to students, employees, volunteers, independent contractors and vendors. Except as to Title IX Sexual Harassment (where the jurisdiction is defined below), this Policy shall apply to conduct that occurs on School-owned or leased property and at School sponsored events, and to events on or off-campus that have sufficient ties to the School. Students shall be responsible for their conduct from the time of application for admission through the awarding of a degree, as well as during periods between terms of actual enrollment, study abroad and leaves of absence or suspension. Employees shall be responsible for their conduct from the time of application until their employment ends.

The School has the authority to combine violations of different policies, like those in the Honor Code, the Student Handbook, or the Employee Handbook, that are related to the same incident subject to review under this policy, even though they may not be directly related to Sexual Misconduct. Generally, once a complaint or investigation is initiated under this Policy, it will supersede all other policies and will be used to resolve any and all other ancillary complaints arising out of the same or related incidents or allegations.
**Discipline and Corrective Actions**

The School will take reasonable steps to prevent the recurrence of any Sexual Misconduct and to minimize the impact on the complainant (and others, if appropriate). Any member of the School community who is found to have engaged in Sexual Misconduct will be subject to appropriate discipline, up to and including expulsion, termination of employment or termination of their relationship with the School. The School also may take any other corrective action that it deems appropriate under the circumstances.

**False Reports**

The submission of knowingly false information is prohibited and will be addressed under CWSL’s Code of Conduct for students and employment policies for faculty and staff. This provision does not apply to reports made and other information submitted in good faith, even if the facts alleged are not substantiated by an investigation and/or Hearing decision.

**Free Speech and Academic Freedom**

This Policy is intended to define School standards and to outline the investigation and grievance processes when those standards are violated. The prohibitions against discrimination and harassment do not extend to statements and written materials that are otherwise protected by principles of freedom of speech or academic freedom.

**Distribution of Policy**

As part of the School’s commitment to providing a working and learning environment free from Sexual Misconduct, this Policy shall be distributed widely to the School community. The School will distribute this Policy to the students and employees by appropriate channels of communications, including posting it on an internet or intranet web site and directly notifying all students and employees of how to access the Policy by an exact URL address or link, and that they may request a paper copy. The School will make preventive educational materials available to all members of the community and will provide incoming students with a copy of this Policy along with an informational pamphlet at a scheduled Title IX informational session as part of their orientation.

**Education and Training Programs**

The School provides programming to educate student and employees about Sexual Misconduct, domestic violence, dating violence, and stalking. Educational programming consists of primary prevention and awareness programs for all incoming students and new employees and ongoing awareness and prevention campaigns for students, faculty and employees. Any individual serving as CWSL’s Title IX Coordinator and deputies, Investigator, Informal Resolution Facilitator, Hearing Officer or Appeal Officer will receive training on the this Policy, the scope of CWSL’s education program or activity, how to conduct an investigation and Formal Resolution Processes (including Hearings, Appeals and Informal Resolution, as applicable), and how to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest and bias. Further, they will receive training on questions of relevance, and on preparing an Investigation Report, Hearing Outcome Letter or Appeal decision, as appropriate.

**DEFINITIONS**

Terms used in this Policy have the following meanings:

**Advisor**: An Advisor is a person who has agreed to provide support and advice to a Complainant or Respondent, subject to the provisions of Section XI.C below.
Appeal Officer: The individual responsible for determining an appeal under Section XIII. The Appeal Officer may be CWSL’s employee or an external contractor. The Appeal Officer shall not be the Institution’s Title IX Coordinator, nor the Investigator or Hearing Officer who were assigned to the matter that is the subject of the Appeal.

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

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

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

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

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

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

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

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

- Sexual voyeurism (such as watching a person undressing, using the bathroom or engaged in sexual acts without the consent of the person observed); and

- Taking pictures, video, or audio recording another in a sexual act or in any other private activity without the consent of all involved in the activity or exceeding the boundaries of consent (such as allowing another person to hide in a closet and observe sexual activity, or disseminating sexual pictures without the photographed person’s consent).

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

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

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

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

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

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

**Formal Complaint:** A document submitted by a Complainant and bearing the Complainant's physical or digital signature, or otherwise indicating that the Complainant is the one filing the Formal Complaint, requesting that the CWSL investigate the allegations of Sexual Misconduct. The Title IX Coordinator also may sign a Formal Complaint, as discussed in Section XI, but does not become the Complainant by doing so. In order to file a Formal Complaint relating to Title IX Sexual Harassment, a Complainant must be participating in or attempting to participate in CWSL’s education program or activity at the time a Formal Complaint is filed.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**RETALIATION**

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

**CONSENT**

A person who wants to engage in a specific sexual activity is responsible for obtaining Affirmative Consent for that activity. Affirmative consent requires an affirmative, conscious and voluntary agreement to engage in sexual activity. Neither the lack of protest nor resistance nor silence constitutes consent, and consent may be withdrawn at any time. Affirmative consent must be given by all parties to sexual activity.

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

Consent is *voluntary*. It must be given without coercion, force, threats, or intimidation. Consent means positive cooperation in the act or expression of intent to engage in the act pursuant to an exercise of free will.

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

Consent cannot be given when a person is *incapacitated*. A person cannot consent if s/he is unconscious or coming in and out of consciousness. A person cannot consent if s/he is under the threat of violence, bodily injury or other forms of coercion. Consent to sexual activity on one occasion is not consent to engage in sexual activity on another occasion. A person whose incapacity results from mental disability, sleep, involuntary physical restraint, inability to communicate due to mental or physical condition and/or from the consumption (voluntary or otherwise) of incapacitating drugs cannot give consent. In evaluating incapacitation, the Respondent will be found responsible if they knew or reasonably should have known that the Complainant was incapacitated, from the perspective of a reasonably sober person. It is not a valid excuse that the Respondent believed the Complainant consented if the Respondent’s belief arises from his or her own intoxication or recklessness or the Respondent did not take reasonable steps to ascertain whether the complaint affirmatively consented.

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

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

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

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

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

Prompt Reporting Encouraged

Complainants of Sexual Misconduct may report incidents at any time, but are strongly encouraged to make reports promptly in order to best preserve evidence for a potential legal or disciplinary proceeding. Complainants are strongly encouraged to report incidents to the local police department and campus security. Complainants are also encouraged to contact the local victim/survivor services office, counseling centers, and health care providers for appropriate action. In general, there is no time limit for students to make a report, but an undue delay in reporting may affect the quality or preservation of evidence or witness testimony that would have been available.

Reports to Authorized and Responsible Employees

There may be instances when a student or employee discloses alleged Sexual Misconduct to an employee of CWSL. Whether that disclosure constitutes actual notice to CWSL, triggering its response obligations under this Policy, depends on the role of the employee to whom the disclosure is made, as follows:

**Authorized Employees:** A disclosure or report of Sexual Misconduct made to an Authorized Employee (regardless of whether the disclosure is made by the Complainant or a third party) constitutes a report to Institution (i.e., actual knowledge), triggering a response under this Policy. All Authorized Employees are required to promptly report disclosures of Sexual Misconduct to the Title IX Coordinator, including all information that has been disclosed to the Authorized Employee, such as the names of those involved, the location of the incident, the alleged Sexual Misconduct, etc. The Title IX Coordinator and Deputy Title IX Coordinators are CWSL’s Authorized Employees.

**Responsible Employees:** A disclosure or report of Sexual Misconduct made to a Responsible Employee (regardless of whether the disclosure is made by the Complainant or a third party) does not constitute a report to the Institution (i.e., is not “actual knowledge”) triggering a response under this Policy. CWSL, as a matter of policy, requires Responsible Employees to promptly report disclosures of Sexual Misconduct to the Title IX Coordinator, including all information that has been disclosed to the Responsible Employee, such as the names of those involved, the location of the incident, the alleged Sexual Misconduct, etc. All CWSL faculty and administrative staff, with the exception of Confidential Employees, are considered Responsible Employees. The School requires reporting of all incidents of Sexual Misconduct, regardless of the alleged offender’s identity or position.

All other members of the community, including students, even if not Authorized or Responsible Employees, are encouraged to report instances of possible Sexual Misconduct to the Title IX Coordinator.

**Confidential Reporting:** Professional counselors, when acting as such, are not considered to be Responsible Employees. Please note that professional counselors are not required to disclose knowledge of crimes reported to them except when necessary to prevent harm. For a list of confidential and non-
confidential resources, please review the CWSL Notice re Sexual Assault and Harassment Resources. It includes a list of off-campus counselors, advocates, and health care providers that will generally maintain confidentiality and not share information with the School unless the complainant requests the disclosure and signs a consent or waiver form.

Anonymous Reports

With the exception of Authorized and Responsible Employees, discussed in Section IX.B, any individual may anonymously report allegations of Sexual Misconduct by completing the Anonymous Reporting Form located on 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.

Privacy, Confidentiality and Considerations of Requests Not to Proceed

CWSL respects the privacy of individuals involved in any report of alleged Sexual Misconduct, meaning the Title IX Coordinator and others responsible for carrying out this Policy will disclose information only as required to implement this Policy or by law. If a Complainant requests that a report of Sexual Misconduct remain confidential (i.e., with the Complainant’s identity not being disclosed to the Respondent and an investigation not being commenced), the Title IX Coordinator will evaluate that request in the context of CWSL’s responsibility to provide a safe and nondiscriminatory environment for all members of its community. When weighing a complainant’s request for confidentiality or that no investigation, hearing or discipline be pursued, and in considering whether the Title IX Coordinator will file a Formal Complaint on their own, the Title IX Coordinator will consider a range of factors, including the following:

Whether there have been other Sexual Misconduct complaints about the same respondent, whether the respondent has a history of violence, and whether the respondent threatened further Sexual Misconduct or other violence against the complainant or others.

Whether the Sexual Misconduct was committed by multiple perpetrators.

Whether the Sexual Misconduct was perpetrated with a weapon.

Whether the School possesses other means to obtain relevant evidence of the Sexual Misconduct (e.g. security cameras or personnel, physical evidence).

Whether the complainant’s report reveals a pattern of perpetration (e.g. via illicit use of drugs or alcohol) at a given location or by a particular group.

Required Notice for Reports of Sexual Misconduct

The School will provide a written explanation of available rights and options, including procedures to follow, when the School receives a report that a student or employee has been a victim of Sexual Misconduct, whether the offense has occurred on- or off-campus or in connection with any School program. The written information shall include:

To whom the alleged offense should be reported.

Options for reporting to law enforcement and campus authorities, including the option to notify local law enforcement authorities; the right to be assisted by campus authorities in notifying law enforcement authorities if the complainant so chooses and the right to decline to notify such authorities.
The rights of the parties regarding orders of protection, no contact orders, restraining orders, or similar lawful orders issued by criminal or civil courts and the School’s responsibilities regarding such orders.

The importance of preserving evidence as may be necessary to prove Sexual Misconduct, or to obtain a protection order.

Existing campus and community services available for the parties including counseling, health, mental health, victim advocacy, legal assistance, and other services.

Options for, and available assistance to, change academic, and working situations, if requested by the one of the parties and if reasonably available. These options are available regardless of whether the victim chooses to report the crime to campus police or local law enforcement.

Any applicable procedures for institutional disciplinary action.

Rights under the California Victims’ Bill of Rights, including the right to assistance and comprehensive services for victims and restitution from California Victim Compensation Program.

**Initial Response to Report and Assessment**

Upon receipt of a report of a Policy violation, the Title IX Coordinator (or a designee) will promptly contact the Complainant to discuss the availability of Supportive Measures, consider the complainant’s wishes with respect to supportive measures, inform the complainant of the availability of Supportive Measures with or without the filing of a Formal Complaint, and explain to the Complainant the process for filing a Formal Complaint. The Title IX Coordinator will conduct an initial assessment, including a preliminary meeting to gain a basic understanding of the nature and circumstances of the report; this is not intended to be a formal interview. This initial assessment will proceed to the point where a reasonable determination of the safety of the individual and of the campus community can be made and to determine whether the Complainant wishes to file a Formal Complaint.

If the Complainant decides to file a Formal Complaint, the process set out in Section I will apply. Individuals who wish to make a complaint at a later date may contact any of the Coordinators at any time. Please note that a delay in reporting could affect the School’s ability to gather information and evidence to determine whether a person is responsible for Sexual Misconduct.

**Reluctance to Report Based on Potential 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. CWSL strongly encourage students to immediately report Sexual Misconduct to the Colleges or law enforcement. A bystander acting in good faith or a Complainant acting in good faith that discloses any incident of Sexual Misconduct to the CWSL or law enforcement will not be subject to disciplinary action under the CWSL’s 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 Sexual Misconduct.

Other individuals present will also not be subject to disciplinary action under the CWSL’s policies for minor misconduct violations, including alcohol and/or drug use policies, occurring at or near the time of the reported Sexual Misconduct.

**Supportive Measures**

At any time during the process, the Title IX Coordinator (or a designee) may impose reasonable and appropriate interim measures designed to eliminate the reported hostile environment and protect the parties involved (“Supportive Measures”). Supportive Measures are non-disciplinary, non-punitive individualized services that may be provided to Complainants or Respondents upon request to the Title IX Coordinator,
Supportive Measures are designed to restore or preserve equal access to CWSL’s educational programs and activities, without unreasonably burdening the other party. Supportive Measures may be of any duration and may be modified at the discretion of the Title IX Coordinator, as circumstances warrant. Supportive Measures will be kept confidential to the extent doing so does not impair CWSL’s ability to provide them.

Supportive Measures may be imposed regardless of whether a Formal Complainant is filed. All individuals are encouraged to report concerns about the failure of another individual to abide by any restrictions imposed by an Supportive Measure. The School will take responsive action to enforce the Supportive Measures.

At any time during the investigation, CWSL may implement the following Supportive Measures:

- Providing access to counseling services.
- Issuing on-campus No Contact Orders.
- Modifying course schedules, rescheduling of exams and assignments.
- Reasonable, non-punitive limitations on time and access to campus (including reduced access to the library and other School buildings).
- Changing class schedules, work schedules or job assignments.
- Voluntary leave of absence.
- Providing an escort to ensure safe movement between classes and activities.
- Any other remedy tailored to the involved individuals to achieve the goals of this Policy.

The School may use these Supportive Measures in any combination thereof, or create new measures as needed. The School will take responsive action to enforce the Supportive Measures.

In cases involving allegations solely of Community Standards Sexual Harassment, CWSL may also impose an immediate interim suspension (for students) or administrative leave (for employees), or take other appropriate interim action, even if it may have a burden or impact on the Respondent or may otherwise be deemed to temporarily separate the Respondent from an educational program or activity and without following the procedures for Emergency Removals in Section xxx.

**Sexual Misconduct Involving Bodily Harm**

In the event that the Title IX Coordinator has received a report of Sexual Misconduct involving bodily harm, the Title IX Coordinator must determine, consistent with state or local law, whether appropriate law enforcement or other authorities should be notified. The victim of Sexual Misconduct also may choose to file a criminal complaint against the respondent. CWSL reserves the right to commence and/or complete its own investigation prior to the completion of any criminal investigation or criminal proceeding.

**EMERGENCY REMOVALS FOR TITLE IX SEXUAL HARASSMENT**

If at any point following the receipt of a report of Title IX Sexual Harassment, CWSL determines that the Respondent poses an immediate threat to the physical health or safety of the Complainant or any other person(s), including the Respondent, CWSL may temporarily remove the Respondent from any or all of its programs or activities. The imposition of an Emergency Removal does not suggest a finding of responsibility for any Sexual Misconduct.

Before imposing an Emergency Removal, the Assistant Dean for Student & Diversity Services (for students) or Vice President of Administration (for employees) will designate an individual in its office to undertake an individualized
safety and risk analysis concerning Respondent at the request of the Title IX Coordinator. An Emergency Removal will be imposed only if the designated individual concludes that the threat to physical health or safety arises from the allegations of Sexual Misconduct and warrants the removal.

An Emergency Removal may involve the denial of access to some or all of CWSL’s campus facilities, academic program, or other programs or activities. While CWSL may provide alternative academic or employment opportunities during an Emergency Removal, it is not required to do so. Non-punitive actions taken as Supportive Measures (e.g., changes in housing) do not constitute Emergency Removals.

The Title IX Coordinator will notify Respondent of the terms imposed in connection with an Emergency Removal. Respondent has the opportunity to challenge the Emergency Removal upon receipt of that notice. In order to challenge the Emergency Removal, Respondent shall submit an appeal via email to TitleIXCoordinator@cwsl.edu for students and DeputyCoordinator-Employees@cwsl.edu for employees, within three (3) calendar days from the date of the notice of Emergency Removal, explaining why Emergency Removal is not appropriate. In evaluating the appeal, the Vice Dean for Academic and Student Affairs, as appropriate, may seek additional information from Respondent or any other individual. The Emergency Removal will remain in place while the appeal is pending. The Vice Dean for Academic and Student Affairs shall issue a decision as soon as possible under the circumstances. The decision is final and not subject to further appeal.

Separate from the Emergency Removal process, the Title IX Coordinator may request that Vice President of Administration place an employee-Respondent on an administrative leave, with or without pay.

**FILING A FORMAL COMPLAINT**

In order to commence Formal Complaint Processes, a Complainant must file a Formal Complaint with the Title IX Coordinator. Alternatively, if the Title IX Coordinator has received a report of Sexual Misconduct, but the Complainant elects not to submit a Formal Complaint or the Complainant is unknown, the Title IX Coordinator has the discretion to sign the Complaint if the Title IX Coordinator deems doing so necessary to address Sexual Misconduct, including in order to provide a safe and nondiscriminatory environment for all members of its community. In doing so, the Title IX Coordinator does not become the Complainant.

There is no time limit within which a Complainant must file a Formal Complaint. However, to file a Formal Complaint based on Title IX Sexual Harassment, at the time a Formal Complaint is filed, the Complainant must be participating or attempting to participate in CWSL’s programs or activities.

Pursuing a Formal Complaint does not preclude a Complainant from pursuing the filing of criminal charges. However, it is important to understand that the standard for criminal prosecution is different from that used in student and employee conduct proceedings. As a result, decisions rendered in either forum are not determinative of what will happen in the other.

If the Title IX Coordinator receives Formal Complaints against more than one Respondent or by more than one Complainant against one or more Respondents, or by one Party against the other Party (i.e., “counterclaims”), where the allegations of sexual harassment arise out of the same facts or circumstances and are so intertwined that the allegations directly relate to all of the Parties, the Title IX Coordinator has the discretion to consolidate the Formal Complaints. If Formal Complaints are consolidated, all Parties must receive the same version of the written determination.

**Written Notice**

Upon the submission of a Formal Complaint, the Title IX Coordinator will provide written notice to the Complaint and Respondent, if known, including the following:

A copy of this Policy.

Notice of the allegations of conduct that may constitute Sexual Misconduct, with sufficient detail for the Respondent to prepare a response before any initial interview, including, if known, the identities of the Parties involved and the date and location of the incident.
The presumption that the Respondent is not responsible for the alleged Sexual Misconduct unless a determination of responsibility is reached at the conclusion of the Formal Resolution Process.

Notice of the Parties’ entitlement to an Advisor of choice at any meeting, interview or other proceeding related to the Formal Complaint, as discussed in Section XI.C..

The identity of the Investigator as described in Section XII.A.

Notice that the Parties may inspect and review evidence gathered during the investigation as discussed in Section XII.A..

Notice that CWSL’s prohibits knowingly making false statements or knowingly submitting false information during the Formal Complaint Processes.

If additional allegations of conduct that might constitute Sexual Misconduct are identified during the course of the investigation and will be included in the Formal Complaint Processes, the Title IX Coordinator will issue an updated notice.

**Dismissal for Purposes of Title IX Sexual Harassment**

If any of the following circumstances are met, the Title IX Coordinator will dismiss the Formal Complaint for purposes of any form of Title IX Sexual Harassment:

Even if proved, the misconduct alleged in the Formal Complaint would not constitute Title IX Sexual Harassment as defined in Section VI;

The misconduct alleged in the Formal Complaint did not occur in CWSL’s education program or activity, which is defined as locations, events or circumstances over which CWSL exercised substantial control over both Respondent and the context in which the misconduct occurred, or any building owned or controlled by a student organization officially recognized by CWSL; or

The misconduct alleged in the Formal Complaint is not alleged to have occurred in the United States.

Further, if any of the following circumstances are met, the Title IX Coordinator may dismiss the Formal Complaint, in the Title IX Coordinator’s sole discretion:

Complainant notifies the Title IX Coordinator in writing that Complainant wishes to withdraw the Formal Complaint or any allegation in it;

Respondent is no longer enrolled or employed at CWSL; or

Specific circumstances prevent CWSL from gathering evidence sufficient to reach a determination as to the Formal Complaint or allegation.

The Title IX Coordinator will promptly send notice of the dismissal, including the reasons for dismissal, to the Complainant and Respondent via email. The notice will advise the parties whether the Formal Complaint will proceed as possible Community Standards Sexual Misconduct. Both the Complainant and Respondent may appeal any decision to dismiss the Formal Complaint for purposes of Title IX Sexual Misconduct by submitting a request for appeal to the Title IX Coordinator by email within three (3) calendar days of the date of the Title IX Coordinator’s email. The appeal will be determined using the procedures set forth in Section XIII and the standard for reviewing the appeal will be whether the Title IX Coordinator followed this Policy in dismissing the Complaint.

The decision whether the matter will proceed as potential Community Standards Sexual Misconduct is not subject to appeal.
Advisors

The Parties are entitled to identify an Advisor of their choice, who may accompany them to all investigative interviews, Hearings and other meetings or proceedings held in connection with a Formal Complaint (“Formal Complaint Process Proceedings”). An Advisor is a person who has agreed to provide support and advice to a Complainant or Respondent. The Parties are responsible for identifying their own Advisor, if they wish to have one.

As discussed in Section XII.E.5, the Parties must have an Advisor for purposes of conducting cross-examination at a Hearing. If a Party has not identified an Advisor to accompany them to the Hearing for purposes of conducting cross-examination, CWSL will provide one for that limited purpose.

Except when conducting cross-examination as discussed in Section XII.E.5, Advisors may not speak aloud during any Formal Complaint Process Proceedings, including by addressing anyone other than the individual for whom they are an Advisor. The Advisor may confer with the individual whom they are advising quietly or by means of written notes. Parties may request a brief recess to consult with their Advisor, which may be granted at the sole discretion of the CWSL representative conducting the Formal Complaint Process Proceeding. An Advisor whose presence is deemed at that individual's sole discretion to be improperly disruptive or inconsistent with Rules of Decorum established by CWSL, as discussed in Section XII.E.8, will be required to leave and may be prohibited from participating in future Formal Complaint Process Proceedings.

While CWSL may consider short delays in scheduling to reasonably accommodate an Advisor’s availability, whether to grant such a request is in the sole discretion of the [Institution] representative responsible for the event in question.

Informal Resolution

Informal Resolution presents the opportunity for the Complainant and Respondent to resolve allegations of Sexual Misconduct without an investigation or hearing. Participation in Informal Resolution in lieu of the Formal Resolution Process is purely voluntary. As to Title IX Sexual Harassment, Informal Resolution is available only when a Formal Complaint has been filed and the Parties agree to its use in writing. Informal Resolution may be used only with the approval of the Title IX Coordinator, who may deem its use inappropriate based on the specific allegations involved or other factors. Informal resolution is not available to resolve a student-Complainant’s allegations that an employee has engaged in Title IX Sexual Harassment. Prior to initiating Informal Resolution, the Title IX Coordinator will provide the Parties with written notice disclosing the allegations, the requirements of the process, the right to withdraw from Informal Resolution to pursue formal resolution, and any consequences of participation (e.g., as it relates to any subsequent formal resolution if Informal Resolution is not achieved).

Informal Resolution can be commenced at any point prior to a finding as to responsibility. It is conducted by an Informal Resolution Facilitator appointed by the Title IX Coordinator. The Complaint, Respondent, Title IX Coordinator or Facilitator may terminate Informal Resolution at any time prior to its completion. If Informal Resolution is terminated, the Formal Resolution Process will promptly commence or resume, as appropriate.

Informal Resolution may take many forms as agreed to between the Complainant, Respondent and Title IX Coordinator, including, but not limited to:

Mediation: Mediation may involve the Complainant and Respondent being in the same or different rooms, but they will never be required to be in the same room. Mediation typically does not require an admission of responsibility for the Sexual Misconduct by the Respondent.

Restorative Justice: Restorative Justice may involve the Complainant and Respondent being in the same or different rooms, but they will never be required to be in the same room. Restorative Justice typically
requires an admission of responsibility for the Sexual Misconduct, or certain allegations, by the Respondent.

If the Informal Resolution is terminated such that the matter resumes the Formal Resolution Processes, no information shared or utilized during informal resolution may be used during the Formal Complaint process and the Informal Resolution Facilitator may not be called as a witness.

The outcome of the Informal Resolution will be documented in an agreement or other form that is signed by both the Complainant and the Respondent. If the Respondent accepts responsibility and it is part of the Parties’ agreement, the outcome will be part of the Respondent’s disciplinary / employment record.

The Informal Resolution process typically should be completed within thirty (30) calendar days of the Parties documenting their agreement to participate. That period may be extended at the discretion of the Title IX Coordinator.

**FORMAL RESOLUTION PROCESS**

CWSL strives to resolve Formal Complaints within ninety (90) calendar days of the submission of a Formal Complaint, but balances its desire to achieve a prompt resolution with the need to conduct a thorough and complete investigation, which may delay that timeframe. Delays might also result from a number of factors, including but not limited to the appeal of a dismissal as discussed in Section XI.B, impacts of concurrent criminal processes, or an attempt at Informal Resolution. The Title IX Coordinator may extend the time for completion of the Formal Resolution Process for good cause as determined in the sole discretion of the Title IX Coordinator, and will provide written notice to the Parties of the reason for extension or delay.

**Investigation**

The written notice described in Section XI.A will identify the appointed Investigator. Either Party may object to the Investigator on the grounds of conflict of interest or bias for or against Complainants or Respondents generally, or the individual Complainant or Respondent, by submitting an objection to the Title IX Coordinator in writing within three (3) calendar days of receipt of the issuance of the written notice. The Title IX Coordinator, in their sole discretion, shall determine whether a different Investigator should be appointed.

The Investigator will conduct an investigation of the allegations in the Formal Complaint, and is responsible for interviewing the Parties and witnesses, and gathering relevant inculpatory and exculpatory evidence. The Investigator may not access, consider, disclose or otherwise use records that are made or maintained by a physician, psychiatrist, psychologist or other recognized professional or paraprofessional in connection with the provision of treatment to the Complainant or Respondent, unless the Investigator obtains the Complainant’s or Respondent’s, as appropriate, voluntary written consent to do so.

All Parties will have an equal opportunity to identify witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence, for the Investigator. Parties will be provided with written notice of the date, time, location, participants and purpose of all investigative interviews in which they are expected to participate. Parties may be accompanied by an Advisor of their choice at any investigative interview, as described in Section XI.C.

**Investigation Report for Allegations of Cases That Will Go to a Hearing**

For cases involving allegations that include Title IX Sexual Harassment, or for cases against students where the sanction may result in suspension or expulsion, the Investigator will prepare an investigation report summarizing all relevant evidence. The report will exclude all non-relevant evidence, as well as any evidence not subject to disclosure for reasons set forth herein (e.g., medical records regarding which the Party has not authorized disclosure).

Prior to completing the investigation report, the Investigator will send to both Complainant and Respondent, and their Advisors, if any, all evidence obtained as part of the investigation that is directly related to the
allegations raised in the Formal Complaint, regardless of whether it is anticipated that the evidence will be used at the hearing or in connection with any decision on responsibility. The Parties are strictly prohibited from disclosing or disseminating the evidence to any third parties and from using it for purposes other than carrying out the Formal Resolution Processes. Complainant and Respondent will have ten (10) calendar days to provide a written response concerning the evidence to the Investigator, including identifying additional evidence for the Investigator’s consideration prior to completing the investigation report. The response must be by the Party, not the Party’s Advisor. A Party’s response will be shared with the other Party.

After receipt of the Parties’ responses concerning the evidence and at least ten (10) calendar days before the hearing, the Investigator will provide the Complainant and Respondent, and their Advisors, if any, a copy of the investigation report. The Complainant and Respondent may, but are not required to, provide written responses to the investigation report. Any response must be by the Party, not the Party’s Advisor. A Party’s response will be shared with the other party.

Investigation Report for Allegations of Community Standards Sexual Harassment and Cases that Are Not Eligible for a Hearing

For cases involving solely allegations of Community Standards Sexual Harassment, and where a student will not be subject to suspension or expulsion, the Investigator will prepare an investigation report summarizing all relevant evidence. The report will contain a separate section in which the Investigator analyzes the evidence, makes credibility determinations and makes a finding as to whether the policy has been violated. The standard used to determine responsibility will be the preponderance of evidence standard. The report will exclude all non-relevant evidence, as well as any evidence not subject to disclosure for reasons set forth herein (e.g., medical records regarding which the Party has not authorized disclosure).

Prior to completing the investigation report, the Investigator will send to both Complainant and Respondent, and their Advisors, if any, all evidence considered by the Investigator during the investigation, including any interview memoranda or statements of the other party and witnesses. The Parties are strictly prohibited from disclosing or disseminating the evidence to any third parties and from using it for purposes other than carrying out the Formal Resolution Processes. Complainant and Respondent will have ten (10) calendar days to provide a written response concerning the evidence to the Investigator, including identifying additional evidence for the Investigator’s consideration prior to completing the investigation report. The response must be by the Party, not the Party’s Advisor. A Party’s response will be shared with the other Party.

After receipt of the Parties’ responses concerning the evidence and at least ten (10) calendar days before the hearing, the Investigator will provide the Complainant and Respondent, and their Advisors, if any, a copy of the investigation report.

After receiving the report prepared by the Investigator, the Title IX Coordinator shall make the final determination as to whether a violation of this Policy has occurred, and what disciplinary actions or corrective measures, if any, should be taken. The Title IX Coordinator may take the following actions:

- Determine there has been no violation(s) under the Policy or that there is insufficient evidence to conclude that there has been a violation under the Policy.
- Determine that a violation has occurred; determine the appropriate discipline or corrective measure; and provide the respondent an opportunity to accept the findings of fact and discipline or corrective measure.
- Take other measures deemed necessary to determine whether a violation of the Policy has been established by a preponderance of the evidence; additional steps may include a request that the Investigator conduct further inquiries.
- Notify the complainant and the respondent of the outcome as appropriate, in accordance with applicable privacy laws.

Either Party May File an Appeal with ten (10) calendar days under the provision set out in Section XIII.

Hearing Notice

For cases that will be subject to a hearing, after the investigation report has been provided to the Parties and their Advisors, if any, and not fewer than seven (7) calendar days before the hearing, the Title IX Coordinator will issue a Hearing notice via email advising the Parties of the following:

The date, time and location of the Hearing.

The specific charges of Sexual Misconduct subject to disposition at the Hearing and a brief description of the conduct resulting in the charges;

The individual to serve as the Hearing Officer; and

That at the request of either party, the Hearing will take place with parties located in separate rooms with technology enabling the parties to simultaneously see and hear the party/witness answering questions. Requests for separate rooms must be submitted to the Title IX Coordinator via email at least three (3) calendar days before the Hearing.

Any Party may object to the Hearing date or challenge the appointment of the Hearing Officer for bias or conflict of interest by submitting a written objection to the Title IX Coordinator via email within three (3) calendar days of the Title IX Coordinator issuing the Hearing Notice. The Title IX Coordinator, in their sole discretion, shall determine whether the Hearing Officer should be removed and/or the Hearing rescheduled. Once the Hearing Officer is confirmed, the Title IX Coordinator will provide the Hearing Officer with a copy of the investigation report.

Hearing

Hearings for Title IX Sexual Harassment (or cases otherwise requiring a hearing) are governed by the procedures set forth below. The formal Rules of Evidence that may apply to any courtroom proceeding do not apply to Hearings conducted under this Policy.

The only individuals who may appear at a Hearing are the Complainant and Advisor, Respondent and Advisor, and witnesses called by the Hearing Officer. The Parties and their Advisors may be present throughout the Hearing, with the exception of any recesses for which they are excused by the Hearing Officer. Witnesses are permitted to be present only when providing testimony. The Investigator and Title IX Coordinator may be present throughout the Hearing, as may other CWSL representatives at the discretion of the Hearing Officer. If a Party fails to attend a Hearing, the Hearing may be held in the Party’s absence, at the discretion of the Hearing Officer.

Witnesses

At least four (4) days before the Hearing, the Hearing Officer will advise the Parties which witnesses will be requested to provide testimony at the Hearing. No later than two (2) calendar days after such notice, the Parties may request that additional witnesses be requested to be present at the Hearing. The request must be submitted to the Hearing Officer in writing, including a brief description of why the information is relevant to the determination of responsibility. Whether or not to approve such request as potentially providing relevant information shall be in the sole discretion of the Hearing Officer, who will advise the requesting Party of the final decision. If the request is approved, the Hearing Officer will advise the other Party as well.
Documents

All documentary evidence provided to the parties under Sections XII.A-C will be made available at the Hearing, as well as all evidence produced by the Parties in their response. The availability of such evidence does not suggest a determination on relevance, which shall be made by the Hearing Officer.

Relevance

The Hearing Officer is responsible for making all determinations of relevance as to witnesses, questions and documentary evidence presented at the Hearing. For purposes of this Policy, “relevant” means that the evidence is probative of any material fact.

Evidence that is not relevant will be excluded at the Hearing and may not form the basis for any decision by the Hearing Officer. Evidence that is duplicative of evidence already in the Hearing record may be deemed not relevant. Questions and evidence about the Complainant’s sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the Complainant’s prior sexual behavior are offered to prove that someone other than the Respondent committed the alleged conduct or if the questions and evidence concern a specific incident of the Complainant’s prior sexual behavior with respect to the Respondent and are offered to prove consent.

Standard of Proof

The Hearing Officer will make decisions on responsibility using a preponderance of the evidence standard of proof.

Advisors at Hearings

The parties may be accompanied by their Advisor at the Hearing. As discussed in Section XI.C, the Advisor may not address the Title IX Coordinator, Investigator, Hearing Officer, other Advisors or any other individuals participating in the Hearing. The only exception is with respect to cross-examination as discussed below. Like the parties, Advisors are required to adhere to the Rules of Decorum applicable to Hearings, as outlined in Section XII.E.8 An Advisor who fails to do so may, at the sole discretion of the Hearing Officer, be required to leave the Hearing.

The parties shall inform the Title IX Coordinator whether they will be accompanied at the Hearing by their Advisor of choice by no later than five (5) days before the Hearing. If a party has not identified an Advisor, CWSL will provide one for the sole purpose of conducting cross-examination as discussed below. The Parties may not conduct cross-examination themselves; cross-examination must be performed by an Advisor. If an Advisor is required to leave a Hearing for failure to adhere to the Rules of Decorum or for any other reason, the Hearing Officer shall recess the Hearing until CWSL appoints an Advisor for purposes of cross-examination. Advisors provided by CWSL will be adults with an understanding of the purpose of cross-examination, but will not necessarily be attorneys or have training commensurate to attorneys with respect to conducting cross-examination. Because CWSL is a law school, the advisor provided by CWSL may, but is not required to be, trained and licensed as an attorney. In those situations, the individual is acting solely as an advisor as defined herein, not as an attorney or legal representative of the party being advised. There is no attorney-client relationship existing between the advisor and the party being advised.

Hearing Procedures
The procedures here provide the general framework for any Hearing. The Title IX Coordinator or Hearing Officer may alter certain procedures as deemed appropriate in their sole discretion to aid in the equitable resolution of the matter.

Recording

The Hearing will be recorded by means of audio, audio-visual, or transcript. Recesses taken or approved by the Hearing Officer, including for the Hearing Officer to consult with the Title IX Coordinator, Investigator or any other CWSL representative, will not be recorded.

Opening Statements

Each Party will have the opportunity to make a brief opening statement not to exceed five minutes. The Parties will make any statements themselves, not through their Advisor.

Parties

Generally, the Hearing Officer will hear from the Complainant first, followed by the Respondent. Each Party will have the opportunity to provide relevant evidence to the Hearing Officer. The Hearing Officer will ask relevant follow-up questions of each party. Each Party’s Advisor will have the opportunity to ask cross-examination questions of the other Party. Advisors are reminded of the importance of adhering to the Rules of Decorum in cross-examining the Parties and any witnesses. If a Party does not submit to cross-examination, the Hearing Officer must not rely on any statement of that Party in reaching a determination regarding responsibility, regardless of where, when or in what forum the statement was made. The Hearing Officer cannot draw an inference regarding responsibility based solely on a Party’s absence from the Hearing or refusal to answer questions.

With respect to cross-examination, Advisors are limited to asking only relevant questions. The Hearing Officer will determine whether questions are relevant prior to the Party answering the question. If the question is deemed not relevant, the Hearing Officer will provide a brief explanation and the question will be precluded. The Hearing Officer’s decision is not subject to challenge or objection during the Hearing.

Witnesses

A similar process and the same rules that apply to Parties will apply to the testimony of witnesses. Like the Parties, any witness may appear remotely, with technology allowing the Hearing participants to simultaneously see and hear the witness.

If a witness does not submit to cross-examination, the Hearing Officer must not rely on any statement of that witness in reaching a determination regarding responsibility, regardless of where, when or in what forum the statement was made. The Hearing Officer cannot draw an inference regarding responsibility based solely on a witness’s absence from the Hearing or refusal to answer questions.

The Investigator may be called as a witnesses. At the Hearing Officer’s discretion, the Investigator may be asked to testify before the Parties to facilitate an efficient presentation of evidence.

Closing Statement

Each Party will have the opportunity to make a brief closing statement. The Parties will make any statements themselves, not through their Advisor.
Rules of Decorum

The following Rules of Decorum apply to parties, Advisors and witnesses participating in any Hearing. Individuals failing to follow the Rules of Decorum may be directed to leave the Hearing, at the Hearing Officer’s sole discretion. Although the Hearing Officer may provide warnings or reminders of the Rules of Decorum before such removal, a pre-removal warning or reminder will not necessarily be provided depending on the nature of the conduct in question.

Questions must be conveyed in a neutral tone.

Parties and Advisors will refer to other parties, witnesses, Advisors, and institutional staff using the name and gender used by the person and shall not intentionally mis-name or mis-gender that person in communication or questioning.

No party may act abusively or disrespectfully during the hearing toward any other party or to witnesses, Advisors, or Adjudicators.

While an Advisor may be an attorney, no duty of zealous advocacy should be inferred or enforced within this forum.

The Advisor may not yell, badger, or physically “lean in” to a party or witness’s personal space. Advisors may not approach the other party or witnesses without obtaining permission from the Adjudicator.

The Advisor may not use profanity or make irrelevant ad hominem attacks upon a party or witness. Questions are meant to be interrogative statements used to test knowledge or understand a fact; they may not include accusations within the text of the question.

The Advisor may not ask repetitive questions. This includes questions that have already been asked by the Adjudicator, the Advisor in cross-examination, or the party or Advisor in direct testimony. When the Adjudicator determines a question has been “asked and answered” or is otherwise not relevant, the Advisor must move on.

Parties and Advisors may take no action at the hearing that a reasonable person in the shoes of the affected party would see as intended to intimidate that person (whether party, witness, or official) into not participating in the process or meaningfully modifying their participation in the process.

Hearing Outcome Letter

Within ten (10) business days of the conclusion of the Hearing, the Hearing Officer will issue the Hearing Outcome Letter via email to the Parties.

The Hearing Outcome Letter will include:

A description of the allegations that lead to the Hearing, as potentially constituting Sexual Misconduct.

A description of the procedural steps taken from the receipt of the Formal Complaint through the determination.

A statement of factual findings supporting the determination.

A statement of the conclusions regarding the application of this Policy to the facts.
A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility.

An explanation of the disciplinary sanctions imposed on the Respondent, if any.

A statement of whether remedies designed to restore or preserve equal access to [Institution]'s education program or activity will be provided to the Complainant. Specific remedies will be identified in the Hearing Outcome Letter only to the extent those remedies directly affect the Respondent. The Title IX Coordinator is responsible for implementing such remedies.

The procedures and permissible bases for the Complainant and Respondent to appeal.

The Hearing Outcome becomes final following the determination of the appeals, if any, or upon the date following the deadline for filing an appeal, if no appeal is pursued. No further appeals of any kind are permitted.

Sanctions and Remedies

Sanctions

If the Respondent is found responsible for any Sexual Misconduct, the Title IX Coordinator will provide the Hearing Officer with the Respondent's prior conduct record for consideration in the Hearing Officer's assignment of a sanction or sanctions. The range of available sanctions, whether imposed as a result of this formal process, Informal Resolution, or otherwise includes:

Students who are found to have violated this Policy will be subject to disciplinary action, up to and including expulsion or dismissal in accordance (i) with the provisions of any applicable Honor Code or other comparable policy; and (ii) with the additional provisions set forth in this Policy.

Employees who are found to have violated this Policy will be subject to disciplinary action, up to and including termination in accordance (i) with any applicable policies or procedures governing disciplinary action against faculty and staff, including Faculty Bylaws Article VII - Faculty Termination for Cause and Other Dispute Settlement Procedures and; (ii) with the additional provisions set forth in this Policy, to the extent these additional provisions are applicable.

Guests and other third parties who are found to have violated this Policy will be subject to corrective action deemed appropriate by the School, which may include removal from the campus and termination of any applicable contractual or other arrangements.

In instances where the School is unable to take disciplinary action in response to a violation of this Policy because a complainant insists on confidentiality or for some other reason, the School will nonetheless pursue other steps to limit the effects of the conduct at issue and prevent its recurrence.

Remedies

The Title IX Coordinator is responsible for the implementation of remedies designed to restore or preserve equal access to CWSL's education program or activity. While remedies might constitute Supportive Measures, they also might be in the form of Sanctions.

RIGHT TO APPEAL

Once written notification of the resolution has been provided, either the complainant or the respondent will have the opportunity to appeal the outcome. Any appeal must be submitted in writing to the Title IX Coordinator within ten (10) calendar days of being notified of the outcome of the investigation or hearing and must set forth the grounds upon which the 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 Hearing that could affect the outcome of the matter; and

The Title IX Coordinator, Investigator or Hearing Officer had a conflict of interest or bias for or against Complainants or Respondents generally, or the individual Complainant or Respondent, that affected the outcome of the matter.

the sanctions imposed are substantially disproportionate to the severity of the violation

The Title IX Coordinator will refer the appeal to the Dean or other designated School official who shall resolve the appeal. Neither the complainant nor the respondent will be entitled to a hearing in connection with any appeal. Both parties will be informed in writing of the outcome of any 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.

RETENTION OF RECORDS
The Title IX Coordinator is responsible for maintaining records relating to Sexual Misconduct, investigations, and resolutions. Records shall be maintained in accordance with School records policies.

CWSL will retain records created in connection with a Formal Complaint for seven (7) years. Such records include those relating to any Informal Resolution, the investigation, any determination regarding responsibility (including any audio or audiovisual recording or transcript), any disciplinary sanction imposed, any appeal and any remedies provided to the Complainant designed to restore or preserve equal access to [Institution]’s education program or activity

CWSL will also document the basis for its conclusion that its response was not deliberately indifferent, and document that it has taken measures designed to restore or preserve equal access to the education program or activity. If CWSL provides no Supportive Measures to the Complainant, it will additionally document why such a response was not clearly unreasonable in light of all the known circumstances.

IX. ALCOHOL AND DRUG POLICY

I. PREFACE
California Western School of Law ("California Western" or "School") strives to maintain an environment that promotes the health and safety of the community and the 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 the school. In compliance with federal law consistent with the School’s commitment to a drug-free work and education environment, the following Policy applies to all students and employees.

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

Abuse of alcohol and drugs in the academic environment is detrimental to the maintenance of an effective academic program, quality academic performance, and institutional reputation. Such abuse is further detrimental to the health and safety of students, faculty, staff, and visitors to campus. California prohibits the illegal and irresponsible use of alcohol and other drugs. The School will enforce federal, state, and local laws as well as its own alcohol and drug policies. Procedures that support these laws and policies will be instituted and strictly enforced.
California Western explicitly recognizes that its students are adults, are in academic preparation for entry into the legal profession, and are expected to obey the law and to take personal responsibility for their conduct in compliance with the law, this Policy, and the Student Honor Code. California Western hereby fully disclaims any intention to assume a duty to protect students against their own abuse of alcohol or drugs, or to protect third persons from the conduct of students. California Western employees are expected to obey the law and to take personal responsibility for their conduct in compliance with the law, this Policy, and any other applicable policies and procedures. Where individual conduct warrants, however, the School will discipline students and employees if the use of alcohol or drugs threatens to create a public disturbance, disorder, property damage, or danger to the student or employees themselves or to others. Appropriate disciplinary action will be taken, up to and including expulsion or discharge, and appropriate legal authorities will be informed when a student or employee’s illegal use of alcohol or drugs comes to the attention of the School. Violations will be handled according to the procedures set forth in the Student Honor Code, the Employee Handbook, or the Faculty Handbook.

II. ALCOHOL POLICY
The possession and consumption of alcoholic beverages on the California Western campus are governed by appropriate federal, state and local laws, and by this Policy. California Western policies and California State law restrict the sale, consumption or furnishing of alcohol on campus. The California Department of Alcohol and Beverage Control (“ABC”) enforce laws regarding the sale, consumption and furnishing of alcohol. Adherence to alcohol laws is part of the School Policy. 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, permission to serve alcohol at any time must be obtained, in writing, from the Assistant Dean for Student & Diversity Services for events where students will be present and from the V.P. of Finance & CFO for all other events. Alcohol may be served in accordance with the rules set forth in the “Policy for Room Bookings” and it may be served solely at invitation-only, private functions hosted by authorized users of the booked space.

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

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

   The risks associated with the abuse of alcohol are numerous and include physical and mental impairment, emotional and psychological deterioration and devastating effects on family, friends, and fellow classmates. There are obvious risks such as suffering a hangover, being charged with driving under the influence or
while intoxicated, and sustaining or causing personal injury. In addition to the risk to the abuse of alcohol are the risks to fellow classmates and the public. There are a number of less obvious risks associated with alcohol and the other drug abuse students and employees might not realize, including:

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

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

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

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

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

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

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

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

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

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

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

IV. APPLICABLE LAWS
A. California State Laws
Students and employees should be familiar with California laws governing the consumption of alcohol. The following summarizes some of the state laws relevant to students and employees:

- It is illegal for persons under the age of 21 to possess an alcoholic beverage in any public place or any place open to the public (CA Bus. & Prof. Code §25662).
- Any person who furnishes, gives or sells any alcoholic beverage to someone under the age of 21 is guilty of a misdemeanor (CA Bus. & Prof. Code §25658(a)).
- Any person under the influence of alcohol in a public place and unable to exercise care for one’s own safety or that of others is guilty of a misdemeanor (CA Penal Code §647(f)).
- It is illegal for persons to operate a motor vehicle while under the influence of alcohol or other intoxicants or with a blood alcohol level of .08% or higher (CA Veh. Code §23152).
- It is a misdemeanor to ride a bicycle under the influence of alcohol, drugs or both (CA Veh. Code §21200.5).
- It is illegal for persons to operate a motor vehicle while under the influence of alcohol or other intoxicants or with a blood alcohol level of .08% or higher (CA Veh. Code §23152).
- It is a misdemeanor to ride a bicycle under the influence of alcohol, drugs or both (CA Veh. Code §21200.5).
- It is an infraction to possess an open container of an alcoholic beverage while in a motor vehicle (CA Veh. Code §23223).
- It is an infraction for an owner or driver of a motor vehicle to allow an open container of alcohol in the passenger area (CA Veh. Code §23225).

California penalties for offenses involving controlled substances include Cal. Health & Safety Code §11350 Imprisonment in the county jail or state prison, and fine not to exceed $70.00 or probation with fine for felony convictions of at least $1,000.00 for the first offense and at least $2,000.00 for second or subsequent offenses or community service for unlawful possession of controlled substances. The following is a list of some of the legal sanctions for driving under the influence of alcohol (or any other drug):
• First conviction: Imprisonment in the county jail for not less than 96 hours, at least 48 hours which are continuous, nor more than six months and by a fine of not less than $390.00 nor more than $1,000.00 and except as otherwise provided suspension of privilege to operate motor vehicle (CA Veh. Code §23536).
• Conviction of driving under the influence with or without bodily injury within ten years of certain other felony convictions including vehicular manslaughter and driving under the influence: Imprisonment in state prison or in the county jail for not more than one year and a fine of not less than $390.00 nor more than $1,000.00 and revocation of privilege to operate a motor vehicle (CA Veh. Code §23550.5).
• Driving under the influence causing bodily injury: Imprisonment in state prison or county jail for not less than 90 days nor more than one year and a fine of not less than $390.00 nor more than $1,000.00 and suspension of privilege to operate a motor vehicle (CA Veh. Code §23554).
• Driving under the influence causing bodily injury or death to more than one victim: Enhancement of one year in state prison for each additional injured victim up to a maximum of three one year enhancements (CA Veh. Code §23558).
• Second conviction of driving under the influence causing bodily injury within ten years or conviction within ten years of separate conviction of other specified offenses involving alcohol or drugs: Imprisonment in the county jail for not less than 120 days nor more than one year and a fine of not less than $390.00 nor more than $5,000.00 and revocation of privilege to operate a motor vehicle (CA Veh. Code §23560).

B. Federal Laws
Students and employees should be aware that penalties for substance abuse-related crimes include the following: driver license revocation, fines, forfeiture of property, imprisonment, and suspension from eligibility for federal benefits (including student loans). Federal Trafficking Penalties may be found at https://ifap.ed.gov/regcomps/attachments/86a.pdf. Additional information can be found at the U.S. Drug Enforcement Administration website at https://www.dea.gov/index.shtml.

Listed below are some of the legal sanctions for the unlawful possession or distribution of illicit drugs and alcohol:

• First conviction: Up to one year imprisonment and fined a minimum of $1,000.00 or both (21 U.S.C. §844).
• After one prior drug conviction: At least 15 days in prison, not to exceed two years and fined a minimum of $2,500.00.
• After two or more prior drug convictions: At least 90 days in prison, not to exceed three years and fined a minimum of $5,000.00.
• Upon conviction, a person who violates this section shall be fined the reasonable costs of investigation and prosecution of the offense.
• Forfeiture of personal and real property used or intended to be used to possess or facilitate possession of a controlled substance if that offense is punishable by more than one year imprisonment (21 U.S.C. §853(a)(2) and 881(a)(7)).
• Civil penalty of up to $10,000.00 for possession of a controlled substance for personal use. Civil penalty is only available for a first offense (21 U.S.C. §844a).
• Discretionary denial of any or all Federal benefits, such as student loans, grants, contracts, and professional and commercial licenses, up to one year for first conviction, and up to five years for second and subsequent convictions (21 U.S.C. §862(b)).

V. 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. Student & Diversity Services 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 & Diversity Services 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 & Diversity Services or Human Resources.

X. STUDENT REPORTING REQUIREMENTS

Students have an obligation to notify the Vice Dean for Academic and Student Affairs immediately if any of the following events occur: (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 Vice Dean for Academic and Student Affairs. Failure to provide notification to the law school may constitute an Honor Code violation.

Updated August 2019

XI. CONSUMER NOTICES - Miscellaneous

I. CONSTITUTION DAY

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

II. NOTICE OF FINANCIAL AID PENALTIES FOR DRUG LAW VIOLATIONS

The Higher Education Act of 1965, as amended by the Higher Education Opportunity Act of 2008 (“HEOA”), requires a school that participates in federal student aid to provide to every student upon enrollment a separate, clear and conspicuous written notice of the penalties associated with drug-related offenses and the loss of federal student aid eligibility as a result.
Students who have a conviction of any offense under any Federal or State law involving the possession or sale of illegal drugs shall not be eligible to receive federal student aid during the period beginning on the date of conviction and ending after the “specified” interval.

When completing the Free Application for Federal Student Aid (“FAFSA”), question 23(c) asks if the student has ever been convicted of a drug related offense that occurred while the student was receiving federal student aid (grants, loans, work-study). Failure to answer the question will automatically disqualify the student from receiving federal aid. Answering the question untruthfully, could result in fines, imprisonment or both. A student aid eligibility worksheet may be completed to further establish eligibility. The FAFSA is located at www.fafsa.gov.

Convictions count only if there were for an offense that occurred during a period of enrollment for which the student was receiving federal aid. A conviction does not count if it was reversed, removed from the student’s record, or if the conviction occurred when the student was a juvenile, before the age of 18 (unless the student was tried as an adult).

According to the law, the following chart indicates the period of ineligibility for federal student aid. (A conviction for sale of drugs includes convictions for conspiring to sell drugs.)

<table>
<thead>
<tr>
<th></th>
<th>Possession of Illegal Drugs</th>
<th>Sale of Illegal Drugs</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st offense</td>
<td>1 year from date of conviction</td>
<td>2 years from date of conviction</td>
</tr>
<tr>
<td>2nd offense</td>
<td>2 years from date of conviction</td>
<td>Indefinite period</td>
</tr>
<tr>
<td>3+ offenses</td>
<td>Indefinite period</td>
<td>Indefinite period</td>
</tr>
</tbody>
</table>

A student may regain eligibility before the end of the ineligibility period listed above if:

1. The student completed a drug rehabilitation program that:
   a. Complies with criteria the U.S. Secretary of Education prescribed in its regulations.
   b. Includes two unannounced drug tests.
2. Or, the conviction is reversed or set aside.

It is the student’s responsibility to certify to the Financial Aid Administrator that they have successfully completed a qualified rehabilitation program.

III. 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 is a wonderful resource and has detailed information about registering to vote in California. To register, you will need to complete a Voter Registration Form. As detailed on the website, there are many ways to get the form:

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

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

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

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

E. REGISTRAR INFORMATION

I. GENERAL INFORMATION

OFFICE HOURS: THE REGISTRAR’S OFFICE IS OPEN WEEKDAYS MONDAY THROUGH FRIDAY FROM 8:00 A.M. TO 4:15 P.M.

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

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 web page under Registration and Records.

III. 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 and Student 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 web page under Registration and Records, the Registrar’s Office, and the Vice Dean for Academic and Student Affairs’ Office.

IV. 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 the Student Portal ([https://securenet.cwsl.edu/students/(S(bn5w2gw1t3zp5c5vhz1rfdxj))/default.aspx](https://securenet.cwsl.edu/students/(S(bn5w2gw1t3zp5c5vhz1rfdxj))/default.aspx)) under My Account and from the Faculty Support Services office.

V. 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 web page under Registration and Records. Bar admission rules and practices vary with each state and are subject to change. Specific, up-to-date answers to questions concerning applications and admission
requirements should be obtained from the bar admission administrator of the jurisdiction involved. Students are encouraged to familiarize themselves with the rules of the state in which they intend to seek admission, especially those rules relating to registration, deadlines, residency requirements, character and fitness, and courses which may be required during law school.

VI. 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 web page under Registration and Records or at the Registrar’s Office.

VII. GRADES

Grades for each semester are released after all grades have been submitted to the Registrar. Grades are not posted. Grades are available online through the Student Portal (https://securenet.cwsl.edu/students/(S(bn5w2gw1t3zp5c5vhz1rfdxj))/default.aspx).

Vili. 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 Registrar’s web page under Registration and Records.

IX. PETITIONS

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

X. RANKING/CLASS STANDING

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

XI. REGISTRATION FOR 2ND AND 3RD YEAR COURSES

Registration is conducted through the Student Portal (https://securenet.cwsl.edu/students/(S(bn5w2gw1t3zp5c5vhz1rfdxj))/default.aspx) during the Fall trimester for the upcoming Spring, in the Spring trimester for Summer classes and during the Summer for Fall classes. Semester class schedules, course descriptions, and other registration information are available on the Registrar’s web page under Registration and Records.

First-year students are automatically enrolled in their first-year classes.
XII. STUDENT LOAN DEFERMENTS
The Law School certifies student enrollment through the National Student Clearinghouse.

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

Official Transcripts can also be ordered by mailing a signed Transcript Request Form, or by stopping by the Registrar's Office. The Business Office takes checks or cash only.

XIV. STATE BAR OF CALIFORNIA
The State Bar of California, Office of Admissions, requires applicants to complete the following applications: (note: there are three separate and distinct applications)

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

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

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

   For example, the State Bar of California’s “Law School Declaration” form asks the school whether the law school's records reflect that the graduate has been:
   • denied admission to practice law in another state;
   • arrested or otherwise charged formally or informally with a violation of the law;
   • accused of a violation of trust;
   • knowingly delinquent regarding any financial obligations;
   • disciplined by any educational institution;
   • disciplined by any licensing authority;
   • diagnosed or treated for a chemical dependency that would currently interfere with the ability to practice law;
   • amended applications.

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

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

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

   Applications for the California Bar Exam are available online at the State Bar of California website: http://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 http://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
Website: https://www.cwsl.edu/student-life/campus-resources/business-office

Regular Office Hours: Monday through Friday
8:00 a.m. to 4:15 p.m.
(Closed 12:30 p.m. to 1:30 p.m.)

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

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

1.0 TUITION AND FEES

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

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

1.1 Due Date – Students can find the upcoming published trimester tuition due date on the CWSL Student Calendar and on the Business Office website before registration begins. Typically, tuition and fees for each trimester are due approximately 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.1.4), the student activity fee (see Section F.1.4.3), and fees incurred for other items (see Sections F.1.5), are due when such action is taken. For payment options, see Section F.2.0.

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

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

   a) has applied to the CWSL Financial Aid Office by the financial aid due date for student loans for the current term (see Financial Aid Policies and Procedures, Section G.IX);
   b) has submitted all necessary documentation for qualifying for such loan and has been cleared by the CWSL Financial Aid Office for disbursement of funds;
   c) has an approved Request for Deferment/Promissory Note form on file with the Business Office by the tuition due date;
   d) has a signed Student Financial Responsibility Agreement on file with the Business Office by the tuition due date; and
   e) has ensured the net student loans to be received are at least equal to the outstanding tuition and fees balance or has paid the remaining balance after the net loans have been applied to their account.

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

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

   a) Students must have applied for financial aid and been denied or found ineligible for some or all financial aid available.
   b) Applications should be submitted to the Business Office by the tuition payment due date for the applicable trimester. The application should include $25.00 for the set-up fee (see Section F.1.5.6), the Student Activity Fee $75.00, and the first installment payment.
   c) Approval will be considered based on information provided in the application and past payment plan history. Noncompliance with the terms of previous payment plans may constitute grounds for denial.
   d) The amount of the deferred balance and principal outstanding will be determined by subtracting the net amount of certified financial aid loan funds and scholarship monies, if any, from the net tuition and fee charges.
   e) Payments must be made in no more than four installments of equal amounts. The first payment is due by the tuition due date (see Section F.1.0). The final payment is due no later than the end of the 8th week of classes.
   f) If any scheduled payment is late, the student will be considered to be in Past Due Status (see Section F.3.0). A late fee of $50 will be charged to the account (see Section F.1.5.5). If the payment is more than 10 days late, the payment plan agreement is cancelled and all remaining principal becomes due immediately.
Approval for the payment plan is not guaranteed and must be requested each term. Not complying with the terms of the payment plan may impact approval for a future term’s payment plan.

1.2.3 Deferment based on Veterans Administration or Vocational Rehabilitation programs - Students that are eligible for these benefits may be granted deferment. (See Section Financial Aid Policies and Procedures, G.II.) Students qualifying for these benefits must have submitted an approved Deferment Request Form/Promissory Note by the tuition due date to have payment of their tuition charges deferred.

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

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

Students may pay a fixed tuition rate for subsequent years by prepaying a minimum of 3 trimesters in addition to the current one. These funds remain in the student’s account until used by the student. Trimesters attended or units taken in excess of the amount pre-paid are paid at the then current rate. Prepayment must be made by the tuition due date for a trimester (see Section F.1.1). Prepayment of tuition must be applied to each consecutive subsequent trimester in which the student is enrolled.

1.3.1 Juris Doctor (JD) Program

<table>
<thead>
<tr>
<th>Enrollment/Billing Category</th>
<th>Enrolled Units</th>
<th>JD Program Per Academic Year*</th>
<th>JD Per Trimester</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full-Time</td>
<td>12 or more</td>
<td>$56,080.00</td>
<td>$28,040.00</td>
</tr>
<tr>
<td>Part-Time</td>
<td>6-11</td>
<td>$41,840.00</td>
<td>$20,920.00</td>
</tr>
<tr>
<td>Per Unit</td>
<td>1-5</td>
<td>$2,560.00 per unit</td>
<td></td>
</tr>
</tbody>
</table>

*Academic year is two trimesters.

1.3.2 Advanced Skills (JD) and Analysis Program (ASAP) – Students who participate in and successfully complete the requirements of the ASAP program may receive a tuition credit of $8,300 applied in their third trimester.

1.3.3 Masters of Comparative Law Program (MCL) - $32,400.00 program tuition cost. The tuition charge for this program is a fixed amount for the entire program. Students will be billed according to their billing category, below, but not exceed the annual tuition amount. The amount charged is in addition to the other applicable fees (see Section F.1.4 and F.1.5).
<table>
<thead>
<tr>
<th>Enrollment/Billing Category</th>
<th>Enrolled Units</th>
<th># of terms to complete program*</th>
<th>MCL Per Trimester</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full-Time</td>
<td>12 or more</td>
<td>2</td>
<td>$16,200.00</td>
</tr>
<tr>
<td>Part-Time</td>
<td>6-11</td>
<td>3</td>
<td>$10,800.00</td>
</tr>
</tbody>
</table>

*If additional terms are required to complete the program, tuition may be adjusted.

1.3.4 **JD / MSW 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 two semesters of SDSU full time in-state tuition and one semester of part time in-state tuition. The student is responsible for paying SDSU all other fees for terms when only SDSU classes are being taken.

1.3.5 **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.

1.3.6 **MAS Health Law Joint Degree Program** – The student pays UCSD their published tuition charges for this program (including, but not limited to, course fees and health insurance fees). The schedule of fees and payment information is available from UCSD and corresponds with the study plan selected during orientation in August. CWSL does not charge any tuition or student activity fee for terms attended at CWSL for this specific program and respective UCSD approved courses.

Note: MAS Health Law Students are bound by both UCSD and CWSL academic policies and procedures

1.3.9 **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.

1.3.10 **8 Maestría en Derecho (LL.M.) con Especialización en Litigación Oral** - $9,950.00 program tuition cost. This is an online program for Foreign (Latin American) lawyers sponsored by the Instituto Latinoamericano de Derecho y Justicia. The tuition charge for this program is a fixed amount for the entire program, successfully completed in three trimester modules. For additional information, contact the Maestría program administrators.

<table>
<thead>
<tr>
<th>Module #</th>
<th>Tuition per Module</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$3,650.00</td>
</tr>
<tr>
<td>2</td>
<td>$3,150.00</td>
</tr>
</tbody>
</table>

1.4 **Fees** - The current fees are referenced below, and subject to change. The most current approved fees are published on the Business Office page of the CWSL website as the “Schedule of Charges”. Payment is
due and payable on or before the tuition due date for the trimester in which the course will be taken, or upon registration if after the tuition due date. For payment options, see Section F.2.0.

1.4.1 **Course Auditing** - $2,560.00 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 and Juris Society Members.

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

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

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

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

1.5.2 **Transcript Fee** – $7.00 per transcript request. Students can pay and request transcripts on-line.

On-line Payments: Transcripts can be paid for online when placing an order via the Web 24/7 through the National Student Clearinghouse at the Transcript Ordering website; https://secure.studentclearinghouse.org/tsorder/faces/TOBridge

. All major credit cards are accepted for online orders only. (Refer to **Registrar Information**, Section E.XIII.)

1.5.3 **Drop/Add Fee** - Payment for drop/add fees prior to submission to the Registrar for processing.

a) First week of the trimester – There is no drop/add fee.
b) Second week of the trimester – Drop/add fee is $10.
c) Third week of the trimester and beyond - Drop/add fee is $15.00 drop/add fee and tuition will be reassessed. (See Withdrawal Rules, Section F.4.0.)

Payment for classes added after the tuition due date is due immediately, unless a deferment is applicable. Students will not be officially enrolled in courses after the tuition deadline unless the student’s account is clear (i.e. not in a **Past Due Status**, see section F.3.0).

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

1.5.5 Late Fees - $50.00 per month. The late fee will be charged each month to students who:

1. 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.)
   a) After the first day of classes, if the student’s account does not reflect financial aid loans or payment sufficient to cover the tuition charges, a monthly late fee may be charged.
2. Have not paid their tuition balance in full by the tuition due date.
3. 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.2.0). Exceptions may be made for first year students accepted after the tuition deadline date and with Business Office approval.

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

1.5.7 Emergency Loan Fees – $20.00. Students who are approved for an Emergency Loan will be assessed a flat fee of $20.00. This fee will become due when the Emergency Loan is due, no longer than 30 days after the loan is issued (See Section F.6.0).

1.5.8 Student I.D. Card Replacement Fee – $8.00. A replacement fee will be charged to any student needing a new I.D. card due to its loss or destruction.

1.5.9 Administrative Fee - $100.00. Students may be charged an administrative fee, typically for late petitions or sanctions.

2.0 PAYMENT OPTIONS
When making a payment, include your CWSL student ID number and the purpose of the payment (i.e., tuition, transcript, add/drop fee, Barbri, etc.).

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

2.2 Electronic – Includes EFT, ACH, Billpay. CWSL will not charge a fee for this payment option; however, you should verify with your bank whether they will assess you a fee. Contact your bank, your bank’s app, or website for this payment option.
   • For CWSL bank information, visit the Business Office website for the ACH/Wire instructions.
   • 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. Additionally, CWSL will assess you their bank fee, $12 for domestic wire transfers, and $24 for international wire transfers. Ensure your payment to CWSL includes this fee to avoid CWSL charges. Contact your bank to initiate a wire transfer.

- For CWSL bank information, visit the Business Office website for the ACH/Wire instructions.

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

Any student, both current and former, with an unpaid account balance may be designated with a past due status. Past due status is determined at each trimester’s tuition due date, or when registration occurs, whichever is later, and monthly, thereafter. For accounts with scholarships, loans, or 3rd party payments, if the fund source is reduced, returned, denied, or defaulted, there may be a balance due that needs to be addressed immediately. When reassessment is performed after dropping from a class or classes, or withdrawing from the school, a balance due may occur (see Section F.4.0). Other charges may also be added to a student’s account resulting in a balance due (see Sections F.1.4 and F.1.5).

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

a) Access to their information in the CWSL Student Connection Web portal, to include but not limited to:
   • Grades
   • Class schedule
   • Registration
   • Academic summary information
   • For first year students, view their section number
b) Maintain active enrollment status (students may be disenrolled from classes, and withdrawn from the college)
c) Receive certification for the State Bar
d) Collect their diploma

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 past due 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 past due fee.

3.2 Former students – A former student may have a balance on their CWSL account or may not be current with their Perkins Federal Loan and have a past due status. The hold on an account for past due status prevents a former student from being able to:

a) Receive certification for the State Bar
b) Collect their diploma

CWSL will make every effort to contact a student with a balance due after leaving CWSL. When a former student does not pay the balance due or fails to fulfill a commitment to a payment plan, or CWSL is unsuccessful in contacting the former student, the account is referred to a collection agency. Non-payment and late payments may be reported to a credit reporting agency. CWSL complies with state and federal Truth in Lending Act (TILA) regulations and California Student Loan Servicing Act.
4.0 WITHDRAWAL – COMPLETE OR PARTIAL
All JD students who withdraw from CWSL, partial or complete, are subject to a reassessment of tuition for the term for which the withdrawal applies. Students are encouraged to make decisions to withdraw as soon as possible and to confer with academic advisors and the Vice Dean of Academic Affairs before finalizing their decision (see Statement of Academic Policies, Section C.IX). Scholarship awards will also be reassessed. Where third-party organizations pay for tuition, sometimes funds may be returned to the organization and the student may have a balance due CWSL. This section describes the Business Office policies that are applied during the review of a withdrawn student’s account. For those students whose Business Office account reflects a balance due to CWSL after the reassessment is performed, the Business Office will contact the student to make arrangements to resolve the balance due. For those students with any credit balance as a result of the student’s payments made, as determined by the Business Office, a refund check will be mailed to the student within 45 days of the withdrawal date.

4.1 Tuition Reassessment Policy - Partial Withdrawal (Dropping Classes) - The reassessment of units 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). This schedule is based on a 16-week payment period (trimester). Students who drop units without completely withdrawing from all classes through the add/drop dates of the trimester will not have their tuition reassessed for dropping units (see Registrar Information, Section E.III).

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

If a student owes a balance after the withdrawal calculation is completed, the student will have the option of requesting an Institutional loan to pay their remaining balance or paying in full from their own resources. When a former student does not pay the balance due or fails to fulfill a commitment to a payment plan, or CWSL is unsuccessful in contacting the former student, the account is referred to a collection agency. Non-payment and late payments may be reported to a credit reporting agency. CWSL complies with state and federal Truth in Lending Act (TILA) regulations and California Student Loan Servicing Act. See Sections F.3.2 and F.12.0.

4.3 Return of Title IV Funds – Return of Title IV Funds is a federally mandated policy applicable only to students who receive federal financial aid and who completely withdraw, drop out, are dismissed, or take a Leave of Absence prior to completing 60% of a trimester. The 60% is determined by dividing the number of days attended in the trimester by the total number of days in the trimester. (The tuition of students who reduce units and remain enrolled is subject only to the Tuition Reassessment Policy. See Section F.4.6).

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

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

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

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

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

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

Return of Title IV Funds Example
A student who was enrolled in twelve units was awarded a $10,142 (net) Direct Unsubsidized Loan, a $2,773 (net) Direct PLUS Loan, and a scholarship of $28,040. The net total of the loans was $12,915. Using the scholarship and student loans, the student paid $28,115 in tuition and fees before withdrawing 24 calendar days into the 113 day term. Twenty-four calendar days completed in the trimester was 21.2% of the term and less than 60% of the payment period. Therefore, a Return of Title IV Funds calculation was required.

Return of Title IV Funds calculation:
Step 1: Types and Amounts of Federal Student Aid (net amounts received from the lender): $12,915. $10,142 Direct Unsubsidized Loan $2,773 Direct PLUS Loan
Step 2: Percentage of Title IV Aid Earned: 21.2% (24 days attended divided by 113 days in trimester)
Step 3: Amount of Aid Earned by the Student: $2,737.98 (21.2% of the $12,915 Title IV aid received)
Step 4: Total of Title IV Aid to be returned to Lender: $10,177.02 ($12,915 received minus $2,737.98 earned)
Step 5: Percentage of Unearned Title IV Aid: 78.8% (100% of aid – 21.2% earned aid) (Multiply the tuition/fee charges, $28,115, by 78.8% = $22,154.62. CWSL is responsible for returning the lesser of this amount and the amount from Step 4: $10,177.02)
Step 6: Return of Funds by the School: $10,177.02.
(CWSL will return $10,177.02 rounded up to the nearest whole dollar: $10,178 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 the 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 lender.
In this example: $0.

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

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

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

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

4.5.1 Earned Tuition Schedule

<table>
<thead>
<tr>
<th>Week #</th>
<th>Percentage of Tuition Retained by CWSL for classes attended</th>
</tr>
</thead>
<tbody>
<tr>
<td>I.L.S. (1L’s only)</td>
<td>15%</td>
</tr>
<tr>
<td>Week 1</td>
<td>15%</td>
</tr>
<tr>
<td>Week 2</td>
<td>15%</td>
</tr>
<tr>
<td>Week 3</td>
<td>20%</td>
</tr>
<tr>
<td>Week 4</td>
<td>25%</td>
</tr>
<tr>
<td>Week 5</td>
<td>30%</td>
</tr>
<tr>
<td>Week 6</td>
<td>35%</td>
</tr>
<tr>
<td>Week 7</td>
<td>40%</td>
</tr>
<tr>
<td>Week 8</td>
<td>45%</td>
</tr>
<tr>
<td>Week 9</td>
<td>50%</td>
</tr>
<tr>
<td>Week 10</td>
<td>60%</td>
</tr>
<tr>
<td>Weeks 11-16</td>
<td>100%</td>
</tr>
</tbody>
</table>

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

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

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

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

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

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

4.6 **Tuition Reassessment Example**

A student enrolled in twelve units withdraws on day 24 of the trimester (during the 4th week of the trimester) for personal reasons. The full term is 113 days in length. The student was charged $28,040 (tuition) plus a $75 non-refundable Student Activity fee. The student received a scholarship of $28,040 and federal loans of $12,915 ($10,142 Direct Unsubsidized and $ 2,773 Direct PLUS Loan). The school processed the funds and remitted an overpayment of $12,840 to the student. The Reassessed Tuition calculation is as follows:

<table>
<thead>
<tr>
<th>Student Account Detail:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Tuition Assessed</td>
<td>$ 28,040</td>
</tr>
<tr>
<td>Student Activity Fee</td>
<td>$ 75</td>
</tr>
<tr>
<td>Scholarship</td>
<td>$(28,040)</td>
</tr>
<tr>
<td>Direct Unsubsidized Loan</td>
<td>$(10,142)</td>
</tr>
<tr>
<td>Direct PLUS Loan</td>
<td>$(2,773)</td>
</tr>
<tr>
<td>Overpayment Remitted to Student</td>
<td>$ 12,840</td>
</tr>
<tr>
<td>Balance before Withdrawal</td>
<td>$ 0</td>
</tr>
<tr>
<td>Reverse Original Tuition</td>
<td>$(28,040)</td>
</tr>
<tr>
<td>Reverse Original Scholarship</td>
<td>$ 28,040</td>
</tr>
<tr>
<td>Reassessed Tuition</td>
<td>$ 7,010</td>
</tr>
<tr>
<td>Reassessed Scholarship</td>
<td>$(7,010)</td>
</tr>
<tr>
<td>Credit Balance</td>
<td>$(0)</td>
</tr>
<tr>
<td>Return of Title IV Funds (See example sec 3.3)</td>
<td>$ 10,178</td>
</tr>
</tbody>
</table>
For the purpose of this example, there was no credit on the student's account but CWSL was required to return $10,178 to the lender. Therefore, the student owes the school $10,178.

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

5.1 Federal Direct Loans – Direct Loan funds are processed by the Financial Aid Office and posted by the Business Office to the student accounts within the first month of classes.

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

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

6.0 EMERGENCY LOANS
Emergency loans will only be issued to students who are enrolled in the current trimester and are:
   a) waiting for disbursement of approved financial aid loan funds for the current trimester, or
   b) anticipating Federal Work-Study (FWS) funds which have already been earned.

In unanticipated emergency situations an "emergency" loan may be available to a student. Applications for emergency loans may be obtained in the Financial Aid Office. Approval of the request is subject to the availability of funds and is at the discretion of 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. In addition, an emergency loan fee of $20.00 will be assessed (see Section F.1.5.7).

7.0 OVERPAYMENT (OR LIVING EXPENSE) FUNDS
When a student’s CWSL student account has a credit balance (where payments, loans, and scholarships exceed charges), overpayment is determined and a payment is due to the student. All students’ accounts are evaluated weekly for a credit balance. Those accounts with a verified credit balance may have their funds available for distribution. The Business Office will email students who are due an overpayment regarding the availability of the overpayment funds to their CWSL email account.

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

7.1 ACH Direct Deposit procedure
A student who wishes to elect ACH Direct Deposit, will need to complete the [ACH Direct Deposit Form](#), and submit the required supporting bank documentation, so that their overpayment funds are directly deposited into their personal banking account. Supporting bank documentation could be a voided check or a letter from the bank confirming of your account and routing information. Upload the form and bank document to the secure repository: [https://securenet.cwsl.edu/SAFileUpload/](https://securenet.cwsl.edu/SAFileUpload/).

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

### 7.2 Overpayments from Student Loan Funds Received:
The disbursements of overpayments are governed by federal regulation. Overpayments will be issued when all the below have occurred:

- a) Funds have been received by the school from the student’s lender. (Some loan checks may require a student to endorse the check. See Section F.5.3 for more information.)
- b) The student’s continuing eligibility has been confirmed by the Financial Aid Office.
- c) The Business Office has applied the loan funds to the student’s account and determined that there is an overpayment available for distribution to the student.
- d) The student has registered for classes.

Please plan your finances accordingly.

### 7.3 Non-negotiated checks
Federal and state regulations govern unclaimed checks.

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

When checks are issued for funds other than federal loans, such as overpayment 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:
Requests for ACH and checks for reimbursement of expenses and/or vendor payments must be submitted to the Business Office with all of the appropriate approvals and supporting documentation (original receipts, etc.). Requests that are received by the Business Office noon on Mondays, will be processed and available for pick-up on Friday. Checks will be mailed to the students until the COVID-19 closure orders are lifted.

### 7.5 Student Payroll (Processed in Human Resources):
Under IRS regulations, wages are any payments to students for other than academic or merit scholarships, overpayments on accounts, or cost reimbursements. Payments that fall under this category include, but are not limited to, Honors Instructors, Teaching Fellows, Scribes, and Part-time Work Opportunity Positions.
Accordingly, the school will process these payments through our payroll system and will withhold the required taxes. Appropriate forms must be filled out and submitted to the Human Resources department before the student begins work.

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

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

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

APPROVED TIME CARDS MUST BE RECEIVED BY HUMAN RESOURCES BY THE PUBLISHED TIME CARD DUE DATE. Payroll checks are processed semi-monthly and will be available either by direct deposit or in the Business Office 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)

Federal work-study payroll terms and issuance of paychecks are the same as noted in Section F.7.5.

Students are asked for their full cooperation in complying with the rules of the Federal Work-Study Program or their Federal Work-Study Aid may be terminated.

STUDENTS MAY ONLY BE PAID FROM FEDERAL WORK-STUDY FUNDS UP TO THE MAXIMUM AMOUNT OF THEIR AWARDS. It is the responsibility of the student to keep track of their cumulative number of hours and not exceed the total FWS award allocated. Students must also note the approved period of the award on the Work Authorization and not work outside of those dates. Should the student anticipate the need for additional hours, the student must contact the Financial Aid Office to determine if an increase to the student’s FWS award is possible. ADDITIONAL AWARDS MUST BE REQUESTED AND APPROVED IN ADVANCE OF WORKING THE HOURS. STUDENTS VIOLATING THESE RULES WILL RISK LOSING THEIR FEDERAL WORK STUDY AWARDS.

9.0 STUDENT FINANCIAL RESPONSIBILITY AGREEMENT

All students are responsible for the tuition, fees, and associated costs associated with their registration in any programs and services at CWSL. Therefore, all students are required to sign the Student Financial Responsibility Agreement (SFRA) before they start their program or session with CWSL to ensure they are fully aware of their financial responsibility. Aspects of the agreement with the related student’s financial responsibility address registration, drops or withdrawals, financial aid, various other fund sources, communication, contact information, delinquent accounts and collection, payments, billing, federal required reporting via the 1098-T.

10.0 STUDENT I.D. CARDS

Student I.D. cards are issued by the school to each newly enrolled student. Validated I.D. cards are required to check out books in the Library, and may be requested by other CWSL departments. Students should obtain a validation sticker each trimester from the Library.

Replacement I.D. cards cost $8.00. See Section F.2.0 for payment options. When payment is received, the Business Office will email the student who can request the replacement I.D. card from Facilities Management.
11.0 AUTHORIZATION TO RELEASE STUDENT ACCOUNT INFORMATION
A student’s account will not be discussed with any party, including a parent or spouse, without the written permission of the student. A Release of Student Account Information form is available at the Business Office and on the CWSL Business Office webpage. This form is separate from any other release students may complete for another office on the CWSL campus. Identification will be required to discuss the student’s account or to release checks to the person authorized by the student.

12.0 COLLECTIONS
If after withdrawing or graduating from CWSL, a student or former student (hereinafter “student”) has a balance due to CWSL (“debt”), the student will be contacted via U.S. Mail. 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 charges are incurred as a result.
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, and checking for notices posted on the Financial Aid Office web pages.

2.0 VETERANS EDUCATION BENEFITS

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

3.0 OVERVIEW OF THE FINANCIAL AID APPLICATION PROCESS

3.1 BEGINNING THE PROCESS

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

• Submit a FAFSA (see section G.4.0)

The Financial Aid Office will then review your situation and request additional information if necessary. Once your aid eligibility is determined, your aid package will be assembled and the results will be made available to you via our Online Aid System.

3.2 COMPLETING THE PROCESS

Once your aid package has been assembled, you must:

• Review your financial aid package on the Online Aid System and approve, reduce, or decline each award. Once you have approved your awards (if you have made your seat deposit or are a current student) your eligibility information will be sent to the Direct Loan Servicer.

• E-sign your promissory note(s) online at studentaid.gov or sign and mail paper promissory note(s) to the Direct Loan Servicer. If you must have an endorser for your Federal PLUS Loan, have your endorser complete the online process.
Complete online entrance counseling and any additional required documents requested by the Financial Aid Office. Missing documents are listed on the Documents tab of the Online Aid System.

If your application is selected for verification, you will need to complete the verification process.

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 fsaid.ed.gov.

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

5.0 ONLINE AID SYSTEM
We will use the data from your FAFSA to determine your eligibility for aid, and we will award you the maximum amount allowed under your Cost of Attendance. You will then be sent an email notification that you can review your awards on the Online Aid System, at which time you would approve, reduce, or decline each award. You may also review the other screens located within the MENU for additional information.

6.0 VERIFICATION
Some FAFSAs are selected for a process known as verification, in which the financial aid office must verify some of the information you provided on your FAFSA for accuracy. Verification selections are made at random or when information is incomplete or seems unclear; either the federal processor or the Financial Aid Office may select your application for verification. If your application is selected for verification, there will be a comment to that effect in the Messages tab as well as missing documents in the Your Documents tab of the Online Aid System. Additionally, if the federal processor selects your application for verification, there will be a comment to that effect in the letter portion of your Student Aid Report (SAR).

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

7.0 LOAN PROCESSING

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

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

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

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

Overpayments from loan disbursements are usually available to students 1-2 business days prior to the start of classes, assuming you applied for your student loans by the application deadline. However, it is important that you arrange to cover your expenses in the event of a delay in the release of your overpayment check.

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

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

8.1 CRITERIA
To receive aid from federal student aid programs, you must meet certain criteria:
- For need-based programs such as Federal Work-Study, you must demonstrate financial need.
- You must be a U.S. citizen or eligible non-citizen.
- You must have a valid Social Security number (SSN) unless you're from the Republic of the Marshall Islands, the Federated States of Micronesia, or the Republic of Palau.
- You must be registered with Selective Service, if you are a male (you must register between the ages of 18 and 25).
- You must be enrolled or accepted for enrollment as a regular student working toward a degree or certificate in an eligible program. At this time, all JD and master's degree programs at CWSL are eligible programs.
- For all federal loan programs and many private loans, you must be enrolled at least half-time in courses which count towards your degree objective.
- You must meet satisfactory academic progress standards set by the school you are attending (see Section 10.0, Satisfactory Academic Progress).
- You must sign the certification statement on the Free Application for Federal Student Aid (FAFSA) stating that you are not in default on a federal student loan and do not owe money on a federal student grant and that you will use federal student aid only for educational purposes.
- You must show that you are qualified to obtain a college education by having a high school diploma or a recognized equivalent such as a General Education Development (GED) certificate, or completing a high school education in a homeschool setting approved under state law (or, if state law does not require a homeschooled student to obtain a completion credential, completing a high school education in a homeschool setting that qualifies as an exemption from compulsory attendance requirements under state law).
9.0 APPLICATION DEADLINE AND PRIORITY PROCESSING

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

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

10.0 SATISFACTORY ACADEMIC PROGRESS

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

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

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

10.1 QUALITATIVE AND QUANTITATIVE STANDARDS

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

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

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

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

A student that has completed the number of units necessary to complete his or her degree, but who has not met the qualitative requirements of the degree, is not maintaining Satisfactory Academic Progress.
10.2 MAXIMUM TIMEFRAME
The maximum time allowed for each program at California Western School of Law is listed below. In each case, the time is measured from the date of matriculation.

JD (incl. JD portion of JD/MBA and JD/MSW) .......... 5 calendar years
Master's Degree programs (Maestría, LL.M., MCL) 2 calendar years

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

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

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

10.6 APPEAL
Students may appeal their denial of federal aid under the SAP policy to the Director of Financial Aid, who will evaluate such appeals on a case-by-case basis. All appeals must include a statement regarding the cause of the failure to maintain SAP, and information which shows that the circumstances have changed in such a way as to allow the student to re-establish SAP by the end of the next trimester or by the end of a specified time frame. Appeals must also set forth an academic plan which shows, term by term, how the student will progress towards SAP by overcoming the specific deficiencies which resulted in the failure to maintain SAP. If a student’s appeal is approved, they will be considered to be on Financial Aid Probation. A student on Financial Aid Probation is allowed to receive federal student aid. If the student on Financial Aid Probation fails to meet the requirements of an approved Academic Plan, the student will lose federal aid eligibility until they either regain SAP, or else submit a new appeal with a new academic plan and receive approval of that plan.

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

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

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

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

12.0 COST OF ATTENDANCE & FINANCIAL NEED

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

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

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

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

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

12.4 DEFINITION OF NEED
Financial need is determined using the following equation:
Cost of Attendance - EFC - Resources = Financial need
12.5 EXPECTED FAMILY CONTRIBUTION (EFC)
A formula established by federal law is applied to the information you report on your FAFSA to compute your Expected Family Contribution (EFC). Graduate students are considered independent, which means your EFC is based on your income and assets and your spouse’s income and assets if you are married.

12.6 RESOURCES
Resources are scholarships, grants, 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, and state rehabilitation assistance. You must inform the Financial Aid Office of any outside educational assistance that you receive, including outside scholarships.

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

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

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

13.1.1 FWS AWARDS
If awarded, your FWS award is listed on the Awards by Term tab in the Online Aid System. You can see the trimesters your award covers and the total amount that you may earn during that time.

13.1.2 FWS EMPLOYERS
FWS job listings are available in the Student Affairs section of the Student Portal. These listings include both on-campus and off-campus positions. If you know of an employer who is not listed but who wishes to hire you under Federal Work-Study, please contact the Financial Aid Office; there are certain requirements that the employer (whether on- or off-campus) must meet in order to participate in our program.

Special note on off-campus employers: In order to employ FWS student workers, an off-campus employer must pay 25% of the FWS student’s wages. The pay rate must be comparable to what a non-FWS employee would earn in that position. If an employer cannot afford to hire employees under this arrangement, there is a possibility that the job could be paid for by the CWSL Community Service Employment program (CSE): see the Community Service Employment section below for details.
13.1.3 COMMUNITY SERVICE EMPLOYMENT
In an effort to provide an opportunity for students to work for pay at local community service organizations who cannot afford to pay 25% of a student's wages as required by the Federal Work-Study program, California Western School of Law has created the Community Service Employment program. Under CSE, CWSL pays the required share of a student's Federal Work-Study wages at the off-campus organization. In order to be eligible for CSE, a student must have a Federal Work-Study award, complete the CSE application, and be awarded CSE funds. An additional requirement of the CSE program is that the student must work, or have worked, 50 hours of volunteer work under the Pro Bono Honors program before beginning paid employment through CSE. For information on the Pro Bono Honors program, please contact the Career & Professional Development Office.

CSE funding is limited. If the number of CSE applicants exceeds the available funding, preference will be given to students who have completed their 50 hours of Pro Bono work and students with high need. Applications are accepted during the first week of classes; late applicants will receive CSE awards only if funding is still available.

A list of CSE employers is available in the Financial Aid Office. Not all FWS employers are necessarily eligible to participate in CSE. If you wish to work for an off-campus employer who states that they cannot afford to pay the 25% share, and that employer does not appear on the CSE list, you must contact Financial Aid and make sure that the employer can participate in CSE before making any kind of commitment to that employer.

13.1.4 FWS PAPERWORK
The Financial Aid Office will provide you with a work authorization form that must be signed by you, Financial Aid Office staff, and your employer. If this is your first time working at California Western, you must also submit W-4 and I-9 forms to the Payroll Office and you will also need to be set up on our online payroll system.

Only after your financial aid file is complete and all necessary payroll paperwork is received may you start work. You are required to maintain an accurate time record and to have your time record approved by your supervisor and submitted via the online payroll system by the appropriate deadline for the pay period.

13.2 FEDERAL DIRECT SUBSIDIZED AND UNSUBSIDIZED LOANS
The Direct Subsidized Loan is a federally subsidized, need-based loan which is only available to undergraduate students. The Unsubsidized Loan is a non-need-based loan which is available to both graduate and undergraduate students. The maximum amount that graduate students may borrow in Unsubsidized Loans is $20,500.00 per academic year, with a lifetime cap of $138,500.00, including any Subsidized and Unsubsidized Loans received as an undergraduate. The interest rate on Subsidized and Unsubsidized loans first disbursed from 7/1/2020 to 6/30/2021 is a fixed 4.30%. A loan fee of 1.059% will be deducted from each disbursement by the Direct Loan program. This fee will be redetermined effective 10/1/2020. Interest does not accrue on a Subsidized Loan as long as the borrower maintains at least half-time attendance at an eligible institution or during the six-month grace period after such enrollment ceases. The Unsubsidized Loan accrues interest during in-school, grace, and deferment periods, and that interest may be either capitalized or paid, at the student's option. If capitalized, the accrued interest will be added to the principal loan amount when the loan enters repayment.

13.3 FEDERAL DIRECT PLUS LOANS
Graduate and professional students may borrow PLUS loans on their own, without a parent borrower. These PLUS loans are sometimes referred to as Graduate PLUS loans. PLUS loans have higher rates than Federal Subsidized and Unsubsidized loans, but are generally superior to private loans in most cases.

The interest rate on new PLUS loans first disbursed from 7/1/2020 to 6/30/2021 is a fixed 5.30%. A loan fee of 4.236% will be deducted from each disbursement by the Direct Loan program. This fee will be redetermined
effective 10/1/2020. Students may borrow PLUS loans up to the school’s cost of attendance minus other aid. There is no lifetime limit.

PLUS loans require that the borrower not have an adverse credit history. To this end, a credit check will be performed as part of the PLUS loan approval process. Borrowers who do not pass the credit check may be able to borrow PLUS if they obtain a creditworthy endorser or successfully appeal the denial. The PLUS credit criteria are generally less stringent than those of private student loan programs.

PLUS loans have up to a ten-year repayment period and a minimum monthly payment of $50.00. Repayment begins within 60 days, but payments can be deferred while a student is attending school at least half-time. The Financial Aid Office recommends that you consider all of your potential resources and evaluate your costs before applying for PLUS loan funds and try to borrow as little as possible.

Please note: CWSL is not responsible for providing replacement funds should you be denied loans because of poor credit or any other eligibility issues. If you want to review your credit report, you may request free copies of your credit report(s) at www.annualcreditreport.com.

13.4 PRIVATE LOAN PROGRAMS
Private loans, also known as alternative loans or commercial loans, are generally more expensive than federal loans such as Unsubsidized Loans or PLUS Loans. Since the government does not insure or subsidize private loans, lenders frequently charge higher fees and/or charge a higher interest rate. The various deferment, repayment, and loan forgiveness plans available to federal student loans do not apply to private loans. In addition, private loan lenders require applicants to meet certain credit criteria and may require a cosigner. Most private loan programs allow you to borrow up to your Cost of Attendance minus other aid (scholarships, student loans, Federal Work-Study, state rehabilitation assistance, and so on). As with PLUS loans, private loans provide additional loan funds to students who are otherwise unable to meet education-related expenses; try to limit your borrowing as much as possible.

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

14.0 REFUNDS
All students who withdraw, drop units, are academically dismissed, or take a Leave of Absence after classes begin, will have their tuition reassessed according to the Business Office policies and procedures. In addition, federal student loan recipients are subject to the Return of Title IV Funds policy if they withdraw, take a Leave of Absence, or cease to attend. This federally mandated policy applies to the Unsubsidized Loan Program and the PLUS Loan Program. Please refer to the Business Office Policies and Procedures for a full description of the federal refund policy and examples of how it is applied.

15.0 FINANCIAL AID OFFICE HOURS
The Financial Aid Office is normally open to students Monday through Friday from 8:00 a.m. to 12:30 p.m. and 1:30 p.m. to 4:15 p.m. Please be aware that the office occasionally closes for training sessions or staff meetings and often closes early before holidays. Planned closings will be announced in advance.
H. CAREER AND PROFESSIONAL DEVELOPMENT OFFICE

The Career and Professional Development Office (CPDO) offers a wide variety of services and popular programs designed to help you identify and achieve your career goals. These services and programs will provide you with essential tools for your career development.

First year students are encouraged to attend CPDO panel discussions held during the Fall and throughout the school year. Then, starting in October 2020, first year students attend the Annual CPDO Orientation in a two part series to begin their individual preparations to apply for and secure law clerk employment for Summer 2021. In order to allow first year students to acclimate to their studies, the CPDO does not provide individual job search guidance until after the Orientation. First year students entering in January 2021 will receive their orientation in May or June 2021.

Second and third year students should immediately review the “Career Development Guide for Second and Third Year Students” which is provided to each student in May and is available online on our website. Then schedule an individual meeting with a Career Advisor to map out the necessary steps to your next position as a law clerk or entry level attorney.

Please note: While restrictions are in place due to the COVID 19 pandemic, CPDO services are offered online and virtually.

I. SERVICES

 Individual Career Advising. Individual meetings with Career Advisors are the quickest and best way to get the information you need about your particular areas of interests and to develop a job search strategy that is tailored for you. We strongly recommend that you participate in individual advising sessions, which may be scheduled any day of the work week throughout the calendar year.

 Mock Legal Job Interviews. Interviewing for law clerk jobs is a skill. In mock law job interviews, you practice your interviewing skills with a member of our staff or a practicing attorney, and receive feedback and suggestions for improvement. At various times throughout the year, we offer opportunities to practice this skill in mock interviews with practicing attorneys from the community. During the fall, attend the seminar entitled “Interviewing and Networking Tips” where we will discuss application materials, interviewing tips, and networking. You must attend this event in order to participate in our Mock Interview Program with a practicing attorney.

 Online Job Database - Symplicity. Legal employers from San Diego and around the country frequently notify our office of current job openings for student law clerks and entry-level or experienced attorneys. We immediately post that information in our Online Job Database, Symplicity. Visit our Related Websites page for links to other valuable job search sites.

 Our Lobby is Your Personal Business Office. You are always welcome to use our equipment and supplies in the CPDO. Your career development and job search require access to a quality printer, copier, scanner, fax machine, and the Internet. We offer all of this at no charge for students and alumni, and accept donations to use our quality paper and envelopes for correspondence (with the proceeds going to CWSL’s Student Public Interest Law Foundation to fund summer clerkship grants).

 Reciprocity. We assist 3Ls and alumni in requesting permission to use other law schools’ career services.
offices if they are relocating to a different geographic area after graduation. 1Ls and 2Ls may also use this service to find summer internships outside of San Diego County.

**Resource Library.**
Talk with a career advisor to learn which printed job resources are available in our office that relate to your individual career interests.

**Calendar & Social Media.** Always check the CPDO bulletin boards (located on the second floor of the 350 Building), Student Portal, and campus calendar 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/calwestercpdo
Facebook: @cwsLCareer
Instagram: @cwsL_career

**Events:**

**Professional Training.** Throughout each trimester, the CPDO offers training seminars, Facebook tutorials, and interactive workshops, all 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 the Student Portal or campus calendar.

**Attorney Panels.** Every year, the CPDO sponsors a series of attorney panel discussions featuring practitioners from many law firms and organizations that provide a realistic overview of specific practice areas. Each panel discussion includes a question and answer 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 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 receive advance notice about upcoming lunches, email Heidi Weaver at hweaver@cwsl.edu and ask to be added to the Lunch with Lawyers interest list.

**Programs:**

**Pro Bono and Public Service Programs/Fair.** These programs provide you with an effective way to gain your first practical legal experience, while also contributing to the needs of the local community. We can help connect you with an organization where you will be trained to serve as a law clerk. Almost every pro bono and public service legal organization in San Diego participates in this Program. After meeting informally with representatives of organizations that participate in this Program at the Pro Bono Public Service Fair in the Spring, you can then apply for summer clerkships at targeted organizations through the Spring 2020
Recruiting Program.

**Career Fairs.** In conjunction with other A.B.A. accredited Southern California law schools, we sponsor and participate in several Career Fairs that offer detailed programs in particular areas of law. These provide opportunities to meet practicing attorneys in various fields and interview for available positions. Look for Career Days in Public Interest Law, Sports and Entertainment Law, and Solo and Small Firm Practice.

**Alumni Career Advisors Network.** Graduates of California Western from all areas of practice and from all around the country have volunteered to speak with you informally and individually about what they do and how they got there. We have information on each of these generous alumni that enables you to learn about and connect with practitioners who have current insights in your areas of interest.

**Alumni Mentor Program.** A mentor can serve as an important guide to the profession and can be a great resource in your career development. In your second or third year, arrange with the CPDO to be matched with a California Western alumnus mentor. We endeavor to match you with an alumnus who shares interests in common with you.

**Access to Law Incubator.**

The [Access to Law Incubator (ALI)](mailto:mlab@cwsl.edu) was developed to promote access to legal services and support lawyers who wish to have solo-, small-firm, or nonprofit-practices. ALI has two incubator law offices in downtown San Diego. If you are considering a career in solo practice, contact Matthew A. Lab at [mlab@cwsl.edu](mailto:mlab@cwsl.edu) to discuss post-graduation options with ALI.

**II. INTERVIEW CANCELLATION POLICY**

We encourage you to apply for law clerk positions and to take full advantage of programs that require students to submit their applications through the CPDO (Recruiting Programs). Please be aware that the appropriate time to decide whether you will accept and attend a real or mock interview is at the time that you submit your application. When you apply for any such opportunity, an employer representative will dedicate time to review your application and to schedule you for an interview.

Therefore, if you are chosen for, or you sign up for, a real or mock interview through the CPDO, you must accept and attend the interview. If there is an urgent change of circumstances, or an emergency arises which prevents you from doing so, you must obtain permission from the Assistant Dean of CPDO to cancel your interview as soon as possible upon learning of the change in circumstances or emergency. Your circumstances will be evaluated individually and permission to cancel will be determined on a case-by-case basis. You must appear for the interview unless expressly excused by the Assistant Dean of CPDO. Also, in the event you are excused from the interview, you must promptly deliver a letter of regret and explanation to the employer, with a copy delivered to the CPDO.

Failure to adhere to this policy will result in your suspension from participation in Recruiting Programs for one year, a letter being placed in your file, and/or other appropriate action as determined by the Assistant Dean of CPDO and/or the Vice Dean.

**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.

Repeal of “Don't Ask, Don't Tell” (DADT) was finalized on September 20, 2011; however, not all military recruiters have received the authority to sign our Non-Discrimination Statement. The Association of American Law Schools provides that law schools take ameliorative steps on campus, and the law school remains committed to eliminating discrimination in employment. As a result, California Western may take steps to ameliorate the adverse effect of any on-campus interviewing by military recruiters who do not abide by our Non-Discrimination Statement. We will endeavor to provide all of our students with a hospitable environment in which to apply and interview for positions. California Western is strongly invested in providing such an environment. Should you have any questions about this policy, please direct them to the Assistant Dean of Career & Professional Development Office, Courtney Miklusak at crm@cwsl.edu. Thank you.
I. LAW LIBRARY

In accordance with government and public health directives, the Law Library building is closed.

Remote services are available, please visit our website: www.cwsl.edu → Library to view the most current information.

STAFF

Saad Ali, Serials Assistant, 525-1424, sam@cwsl.edu
Brandon Baker, Head of Reference & Access Services, 525-1425, blb@cwsl.edu
Laura Bjork, Technical Services Assistant, 525-1441, lbjork@cwsl.edu
Barbara Glennan, Associate Director for Educational Technology & Strategic Initiatives, 525-1499, bag@cwsl.edu
Phillip Gragg, Associate Dean for Library & Information Resources and Associate Professor of Law, 525-1420, pgragg@cwsl.edu
Ian Kipnes, Acquisitions & Budget Control Librarian, 515-1512, ikipnes@cwsl.edu
John Lancaster, Audiovisual Supervisor, 515-1454, jhl@cwsl.edu
Amy Moberly, Associate Director for Technical & Administrative Services, 525-1421, alm@cwsl.edu
Robert O’Leary, Reference Librarian, 515-1584, roleary@cwsl.edu
John Printz, Educational Technology Technician & Digital Media Creation Specialist, 515-1364, jprintz@cwsl.edu
Daniel Starnes, Student Network Systems Manager, 525-1473, dstarnes@cwsl.edu
Bobbi Weaver, Foreign & International Law Reference Librarian and Research Assistant Coordinator, 525-1497, baw@cwsl.edu

I. REGULAR LIBRARY HOURS

REGULAR LIBRARY HOURS
Monday–Thursday 7:00 a.m. to 12:00 midnight
Saturday & Sunday 8:00 a.m. to 12:00 midnight

Patrons must leave the Library by midnight
(CWSL students may enter an hour before opening with their CWSL ID.)

Circulation Desk Hours
Monday–Friday 8:00 a.m. to 10:00 p.m.
Saturday & Sunday 8:00 a.m. to 10:00 p.m.

Reference Service Hours
Monday–Friday 9:00 a.m. to 4:00 p.m.

Administration Offices
Monday–Friday 8:00 a.m. to 4:00 p.m.
II. GENERAL LIBRARY RULES

We strive to make our collection conveniently available to all authorized users and welcome the following:

- CWSL affiliated faculty, students, staff, trustees, and graduates
- CWSL students enrolled in joint programs with UCSD and SDSU
- UCSD and SDSU faculty and students
- Faculty and students from other ABA-Approved Law Schools
- Members of the California Bar Association and their designated assistants
- Local librarians

CWSL students may bring one guest into the Library. The guest must sign-in at the Security desk upon entering. A child may accompany a CWSL student as a guest.

To ensure fair and comfortable use of the Library, we ask that all patrons abide by the Library's rules and procedures. In addition, patrons must always comport themselves in a professional and responsible manner. The Library reserves the right to revoke access privileges to anyone who fails to abide by these rules or who engages in inappropriate or unprofessional conduct. Furthermore, California Western Students may be subject to disciplinary action under the Code of Student Professional Conduct if they fail to abide by these rules.

Beverages must be in covered containers.

Light snacks are permitted on the 1st, 2nd, and 4th Floors, provided that it is not noisy, smelly, messy, or otherwise disturbs other students. No food is permitted on the 3rd Floor. Please respect this rule and your fellow students that may have food sensitivities and allergies.

Food deliveries to the Library are not permitted.

Consumption or use of alcohol, tobacco, and vaping products is strictly prohibited.

Deposit waste in trash receptacles and use Spill Station supplies for small messes. Please notify library staff about any large messes.

Do not leave personal items unattended at any time. The Library does not provide assigned carrels, so please remove all articles from desks and carrels upon exiting the Library. Personal items left will be brought to the Security Desk.

Silence ALL electronic devices before entering the Library. Speaking on mobile phones is NOT permitted in the Library.

The Library is a quiet environment. All patrons share in the responsibility of maintaining and respecting the quiet in the library. Patrons should expect the noise levels to be slightly elevated on the 1st Floor. Study rooms are available for quiet conversation and may be reserved by CWSL students and CWSL bar-studiers at the Circulation Desk.
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
Two-hour checkout items incur a fine of $1.00 per hour, however, if the item has been recalled then the fine increases to $5.00 per hour.

Some two-hour checkout items may circulate overnight. Overnight circulation begins two hours before closing. Items check out during these hours are to be returned to the Library by 1 hour after opening the following morning even if the following day falls on a weekend.

1 Month Checkout:
Students may check out long term materials for a renewable 30 day period. Overdue fines for such items are 25¢ per day (for recalled items, the fine increases to $5.00 per day), up to a $25.00 maximum per item.

V. LIBRARY STUDENT COMPUTING

The computers in the Collaborative Space are for the exclusive use of CWSL students and faculty and are available for use during regular Library hours. The computers are for academic or job-search related work only, they may not be used for outside employment projects. Violators of this policy are subject to disciplinary action. CWSL graduates may use the computers for job-search or bar-study purposes only.

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

In order for students to keep their CWSL student network account and privileges active they must sign an appropriate use policy (AUP) that will be emailed to them upon account activation. The student’s signature on the rules form acknowledges his/her acceptance of and intent to follow the AUP rules while using CWSL computer systems. The text of the AUP is located on the CWSL Student Computing website: www.cwsl.edu → Library → Student Computer Services. Failure to turn in a signed copy of the rules does not nullify the application of the rules. A copy of the text follows:

CALIFORNIA WESTERN SCHOOL OF LAW Student Network (“CWSLSN”)
1. The 290 Collaborative Space may be reserved by faculty or library staff at any time for training purposes. Every effort will be made to notify students in advance of these training sessions.

APPROPRIATE USE OF NETWORK & COMPUTERS:
Note: the term 'network' used in this document includes all CWSL wired and wireless networks.
1. Introduction: The purpose of this document is to provide guidelines for the responsible use of computing, and for maintaining the integrity of the cabled and wireless networking systems at CWSL. Student use of CWSL computer and network resources is governed by this policy, the CWSL Student Honor Code, and applicable state and federal laws.
2. Access: The computer resources and facilities are solely for the use of CWSL registered students, faculty, staff, and approved guest accounts.
3. Confidentiality & Ownership: We will attempt to ensure the security of information residing on CWSL computing systems. Computing systems encompass all computer related equipment including but not limited to hardware, software, cabling, phone lines, data and communication devices that are CWSL property or under its control. The information residing on CWSL computing systems is considered proprietary in nature and is there to be viewed, accessed and disseminated only by or to authorized persons. Information residing on all CWSL computer systems is CWSL property. CWSL does not guarantee the privacy of data or use and reserves the right to monitor files, e-mail, and any usage of computer resources.
4. Violations: Violation of this policy, or applicable state and/or federal laws, may result in a permanent loss of computing privileges, referral to the proper authority on campus, administrative action, probation, suspension, expulsion, an obligation to make financial restitution, a fine and/or imprisonment. Violations of any computer system, computer laws and policies, and/or breach in security of any computer equipment should be reported as follows:
   □ Within the Library: Report violations to the Library’s Associate Director for Public Services & Educational Technology, who will notify the Library Director and the Executive Director of Enterprise Systems when appropriate. The Executive
Outside the Library: Report violations to the Executive Director of Enterprise Systems, who will then follow the appropriate procedures stated in the previous paragraph.

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

5. It is a violation of CWSL appropriate use policy for an individual to do any of the following:
   a. Create an unauthorized “Rogue” network connected to any CWSL network or computer.
   b. Use any of the microcomputers, workstations or networks for other than CWSL-related course work, research project or departmental activity. Computers, workstations or networks must not be used for individual personal financial gain unless in support of CWSL research or department projects or as permitted by CWSL policies.
   c. Use a network account that was not assigned to you by CWSL as a single or multiple-access user.
   d. Provide a password that was assigned to you by CWSL as a single or multiple-access user to another individual.
   e. Attempt to disguise the identity of the account or machine you are using.
   f. Attempt to circumvent data protection schemes or uncover security loopholes.
   g. Deliberately perform an act which will seriously impair the operation of computers, terminals, peripherals or networks, including but not limited to theft of equipment, tampering with the components of a local area network (LAN) or the high-speed backbone network, otherwise blocking communication lines, or interfering with the operational readiness of a computer.
   h. Run or install on any of the computer systems, or give to another, a program which could result in the eventual damage to a file or computer system and/or the reproduction of itself. This is directed toward but not limited to the classes of programs known as Malicious Software.
   i. Attempt to modify in any way hardware or software which CWSL supplies for any type of use at its sites. It is also a violation to load personal software on the computer system without the express written permission of the Executive Director of Enterprise Systems or the Library’s Associate Director for Public Services and Educational Technology.
   j. Deliberately perform acts which waste computing resources. These acts include but are not limited to sending mass mailing or chain letters, obtaining unnecessary output, creating unnecessary multiple jobs or processes, or creating unnecessary network traffic.
   k. Harass others by sending annoying, threatening, libelous, or sexually, racially or religiously offensive messages.
   l. Attempt to monitor another user’s communications, or read, copy, change or delete another user’s files or software, including e-mail and voice mail, without the owner’s permission.
   m. Intercept or interfere with the printing or downloading of the data of another user.
   n. Fail to abide by the terms of all software licensing agreements and copyright laws.
   o. Place the following information or software on any CWSL-owned system on or off campus:
      1. That which infringes upon the rights of another person.
      2. That which is abusive, profane or sexually offensive to the average person.
      3. That which consists of information which may injure someone else and/or lead to a lawsuit or criminal charges. Examples of these are pirated software, destructive software, obscene materials or libelous statements.
      4. That which consists of any advertisement for commercial enterprises.
   In addition, CWSL reserves the right to monitor all network bandwidth and/or prohibit any traffic that interferes with legitimate use of network resources. CWSL will manage the voice, data and video bandwidth. Prohibited activities include but are not limited to use of a computer or any device to monopolize network bandwidth and interfering with access to Internet based resources. The unauthorized sharing of any material not authored or created by the sender over the network is prohibited. This includes but is not limited to copyrighted materials, classroom lectures or other intellectual property. For example: movies, music or audio or video recordings of classroom lectures.

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

Policy Statement:
   Students, faculty and staff at CWSL are expected to comply with federal copyright law. Most creative and intellectual work has copyright protection even if it does not explicitly indicate it is copyrighted. Most often copyright is held by the author, but this may not necessarily be the case. Text (including email and web information), graphics, art, photographs, music, and software are examples of types of work protected by copyright.
   □ Copying, saving, distributing, sharing, downloading, and uploading a copyrighted work on the Internet, even if innocent or unintentional, may infringe the copyright for that work. Whenever CWSL becomes aware of probable violations of
copyright law, the school will investigate and take timely action to stop such infringement. In the case of repeat infractions by a single network user, such action may include terminating the user’s computer account and other access privileges. CWSL personnel will periodically scan user’s network storage space for possible illegal copies of copyrighted files and require user to delete these files or show proof of valid license. Students who continually store illegal copies of copyrighted files on CWSL network storage space may lose network privileges. Note: This does not apply to student data NOT stored on the CWSL network.

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

VI. ACADEMIC USE OF WESTLAW/LEXIS/BLOOMBERG DATABASES

CWSL Library reminds students that by registering and activating their WESTLAW, LEXIS and BLOOMBERG accounts they are agreeing to abide by each company’s respective user agreements.

Students are responsible for reading each agreement carefully to understand the parameters under which they may use the BLOOMBERG/LEXIS/WESTLAW databases. These parameters include, but are not limited to:

- Use is authorized only while enrolled as a student at CWSL
- Authorized use is for educational purposes only, related to CWSL coursework
- Use is non-transferable, i.e. students may not allow other people to use their WESTLAW/LEXIS/Bloomberg accounts
- Downloading and/or transferring data from these services is limited by the agreement

Links to the full text of student user agreements for BLOOMBERG/WESTLAW/LEXIS are available on the CWSL Student Computer Services web page (www.cwsl.edu → Library → Student Computer Services). If a student has a question about the meaning or limitations of a particular agreement, they should contact the company’s representative or Barbara Glennan, Associate Director of Educational Technology & Strategic Initiatives at the Library.

VII. PRINTING

Each student receives a printing credit of 300 pages for each trimester in which they are enrolled. Students may exceed the allowance, but must pay for additional printouts.

PRINTING BILLS
Non-graduating students may leave charges on their account until the next trimester they are enrolled, when another 300 pages will be credited to their account. However, once a year in August, all accounts must be settled and reset for the fall term. Students may pay their bills in the Library Administration Office until the date they are sent to the Business Office for collection. Students will be notified of the date the bills will be sent over. Once sent to the Business Office, the bill will not be reduced or renegotiated by staff. Notification of grades will be withheld until the bill is settled. Graduating students must settle their printing account before graduation, regardless of the trimester.

Students may check their printing accounts when logged into the student network in the Collaborative Space by clicking on the “$” symbol in the task bar at the bottom right of their computer screen. It is to students’ benefit to regularly check their accounts, so that any errors or questions can be addressed in a timely manner.

EXTENDED PRIVILEGES
Faculty Research Assistants printing for faculty projects, law review members working on law review projects, and students working on the Moot Court competition have extended privileges. Students who pay a lab fee for a class are also granted extended privileges. It is a violation of the Honor Code to use these privileges for other
academic or personal projects. For questions and instructions on these extended privileges please contact one of the following staff members: Barbara Glennan (525-1499), or Daniel Starnes (525-1473).

VIII. AUDIO-VISUAL & EDUCATIONAL TECHNOLOGY

The Library oversees educational and classroom technology and audio-visual needs for the campus. Students or student organizations who require setup for an event or a presentation should email edtech@cwsl.edu at least 48 hours before an event (more lead time is appreciated).

The Library also provides the following for check-out to students, faculty, and staff at the Reserve Desk (some restrictions may apply):
- iPad/iPod to VGA connectors
- HDMI to VGA connectors
- Mini-display to VGA connectors
- Cords for hardwired connection to the CWSL student network
- Video cameras with SD cards
- Multimedia headsets
- Audio headsets

IX. STUDY ROOM RULES AND POLICIES: CWSL LIBRARY (290 BUILDING)

RESERVATIONS REQUIRE:
- ✓ A group of two or more current CWSL students or CWSL bar-study graduates.
- ✓ A reservation, in-person, on the same day of room usage.
- ✓ A reserved time limit of two-hours per group/per day.

RULES/POLICIES FOR THE USE & RESERVATION OF THE ROOMS
- Study room use is exclusively for current CWSL students and bar-study graduates.
- Who may reserve:
  - o Groups of two or more currently enrolled CWSL students
  - o Groups of two or more CWSL bar study graduates
- Each group may reserve for a maximum of two hours per day. Groups may use the room beyond this two hour period, but must yield the room to those with a reservation.
- Individual CWSL students/bar-study graduates may use the rooms if otherwise unoccupied, but must yield the room to those with a reservation.
- Reservations must be made in person, on the same day as the room use, at the Circulation/Reserve Desk. The reservation notebook is available beginning at 8 a.m. Monday-Friday, and 9 a.m. on weekends. Telephone reservations are not accepted.
- During reading/exam days the notebook must be requested from the Circulation Desk staff.
- A room reservation expires fifteen minutes after the beginning of the time requested. After this time, if the reserving party has not arrived, the room may be reserved by others.
- Belongings left unattended in an unreserved room or after the reservation period are subject to removal by staff.
- Use of tobacco or vaping products are not permitted anywhere in the Library. Non-alcoholic drinks are permissible only if in covered containers.
- Noise must be kept to a minimum, and all trash placed in trash/recycling bins.
• **Courtesy and civility** in the use and yielding of the rooms to others is required. Please contact a Reference Librarian with any questions or issues that arise regarding study rooms.

**STUDY ROOM FEATURES**

I. **290 Building Study Rooms**: There are eight study rooms on the Third and Fourth Floors of the 290 Library.

II. **350 Building Study Rooms**: Additional study rooms (not under Library management) are available in the 350 building. *Reservation sheets for these rooms are located at the Security station on the first floor of the 350 building lobby.*

**X. 350 CEDAR STREET SATELLITE LIBRARY AND STUDY FACILITIES**

The Library also has satellite facilities in the 350 Cedar Street Building. Satellite facilities include: The Roy Bell Reading Room on the 3rd Floor and closed stacks on the lower floor. There are study rooms on the lower and upper floors. Sign-up sheets for the study rooms are available in the Lobby of the 350 Cedar Building, and are administered by Facilities. CWSL Graduates are allowed access to some of these study rooms.

The Library maintains closed stacks in the 350 Cedar Street Building, which include archival materials, superseded and historical volumes, as well as duplicate and exchange items. If you need to see specified materials shelved in the closed stacks (indicated by the location STORAGE or ARCHIVES in KIM online catalog), please fill out a request form available at the Circulation Desk and attach the printout from the online catalog. Materials are retrieved at 10:00 am and at 3:00 pm Monday-Friday. Materials will be held at the Circulation Desk for three days.

Food and non-alcoholic drinks are allowed in the reading room and study rooms of 350 Cedar Street Building.
J. GENERAL AREA SERVICE INFORMATION

Emergency ................................. 9-1-1
(outside of San Diego)..............619-531-2065
24 hour Non-Emergency ..........619-531-2000
or ........................................ 858-484-3154
Non-Emergency Fire Rescue ....619-533-4300

BANKING

BANK OF AMERICA
675 B Street, (800)-622-8731

BANNER BANK
701 B Street, #100, (619) 231-8500

CALIFORNIA BANK & TRUST
525 B Street, #100, (619) 446-4800

CALIFORNIA COAST CREDIT UNION
440 Beech Street, (858) 495-1600

CHASE BANK
707 Broadway, #100 (619) 696-6447

UNION BANK
1201 Fifth Avenue, (619) 230-4666

US BANK
600 W. Broadway, #100 (619) 232-6213

WELLS FARGO BANK
401 B Street, #101 (619) 702-6949

BAR ASSOCIATIONS

AMERICAN BAR ASSOCIATION
www.americanbar.org

SAN DIEGO COUNTY BAR ASSOCIATION
401 West A Street, Suite 1100, (619) 231-0781
www.sdcba.org

STATE BAR OF CALIFORNIA
www.calbar.ca.gov
DISABILITY SERVICES, CITY OF SAN DIEGO
(619) 236-5979 or adacompliance@sandiego.gov

DMV
(800) 777-0133 or www.dmv.ca.gov
A California driver’s license is required within 10 days of establishing residency in the state. Transferring a license requires proof of a valid out-of-state driver’s license, social security card, birth certificate and $36.00. Registration of your vehicle must be done within 20 days of establishing residency (verification of certified smog check is required) and the cost varies depending on the value of your automobile.

A federal compliant card such as a passport, military ID, or REAL ID driver license or identification card is needed to board a domestic flight or access some federal facilities beginning October 1, 2020. You can obtain a REAL ID driver license by visiting your local DMV field office (appointments are recommended).

HEALTH INSURANCE (suggested)

COVERED CALIFORNIA
1-800-300-1506
www.coveredca.com

eHEALTH INSURANCE
1-800-977-8860 or 1-888-240-4645
www.ehealthinsurance.com

HOSPITALS

SCRIPPS MERCY HOSPITAL
4077 5th Avenue, San Diego, CA 92103
(619) 294-8111

SHARP MEMORIAL HOSPITAL
7901 Frost Street, San Diego, CA 92123
(858) 939-3400

SHARP REES-STEALY DOWNTOWN Urgent Care
(619) 446-1575
300 Fir St., San Diego, CA 9201

UCSD MEDICAL CENTER – HILLCREST
200 W. Arbor Drive, San Diego, CA 92103
(858) 657-7000

TRANS HEALTH SERVICES
4040 30th St. San Diego, CA 92104
(619) 876-4462
**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 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/

**POST OFFICE INFORMATION**

**FEDEX OFFICE & PRINT CENTER**  
532 C Street, (619) 645-3300  
Monday-Friday, 7:00 a.m. – 8:00 p.m.  
Saturday, 8:00 a.m. – 8:00 p.m.  
Sunday, 10:00 a.m. – 8:00 p.m.

**UPS**  
501 W Broadway, (619) 232-0332  
Monday-Friday, 8:00 a.m. – 6:30 p.m.  
Saturday, 9:00 a.m. – 3:00 p.m.

**UNITED STATES POSTAL SERVICE**  
Horton Plaza Postal Store, (619) 232-4015  
51 Horton Plaza (north side of Mall)  
Monday-Friday, 9:30 a.m. – 5:00 p.m.  
Saturday, 10:00 a.m. – 4:00 p.m.

**SAN DIEGO LAW LIBRARY**  
1105 Front Street, (619) 531-3900  
www.sandiegolawlibrary.org

**SHELTERS**

**SAN DIEGO RESCUE MISSION**  
120 Elm Street, (619) 687-3720  
www.sdrescue.org

**EMERGENCY SHELTER FOR WOMEN & CHILDREN**  
(619) 819-1845  
abrown@sdrescue.org
**SUBSTANCE ABUSE**

ALCOHOLICS ANONYMOUS  
7075 Mission Gorge Road, Suite B  
(619) 265-8762  
www.aasandiego.org

THE OTHER BAR  
3772 Clairemont Dr. San Diego, CA 92117  
(619) 993-8399  
www.otherbar.org

**TRANSPORTATION**

SAN DIEGO METROPOLITAN TRANSIT SYSTEM (MTS) (619) 233-3004, www.sdmts.com

**BUS**  
One-way fares are $2.25 - $10.00 ($1.10 - $5.00 for seniors or disabled individuals) depending on your route.

**TROLLEY**  
One way fare is $2.50. For seniors or disabled individuals, the fare is $1.25. The trolley runs from downtown to the Tijuana border (south) and from downtown to Santee (east) and also to Mission Valley and Qualcomm Stadium.

NORTH COUNTY TRANSPORTATION SYSTEM  
(760) 966-6500, www.gonctd.com

COASTER COMMUTER TRAIN  
The coaster runs from Oceanside to San Diego.  
One way fares are $4.00 - $5.50 depending on your route. For seniors or disabled individuals, the fares are $2.00 - $2.75 depending on your route.  
https://gonctd.com/fares/fores-passes/

To purchase a monthly bus, trolley or Coaster transit pass (Compass Card) go to: http://www.sdmts.com/fares-passes/compass-card

**AMTRAK TRAIN**  
Santa Fe Depot  
1050 Kettner Blvd. (downtown)  
1-800-872-7245  
www.Amtrak.com

**TAXICABS**  
Orange Cab................................(619) 223-5555  
Yellow Cab..................................(619) 444-4444  
San Diego Taxi Co. ................. (619) 566-6666
ALTERNATIVE TRANSPORTATION

The Free Ride (FRED)
Free service around downtown San Diego. Download the app or go online:
http://thefreeride.com/san-diego.php

ZIPCAR
Zipcar is a car sharing membership program in which you can reserve a car by the hour or day with your membership card you receive after signing up. It is a great alternative to owning or renting a car.
http://www.zipcar.com

LYFT
Lyft is “your friend with a car.” Download the ride sharing app on your smartphone, connect your credit card then request a ride. After the ride is complete, your card will automatically be charged.
www.lyft.com