

THOMAS JEFFERSON

SCHOOL OF LAW

SAN DIEGO • CALIFORNIA



# STUDENT HANDBOOK

2016

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## **I. LAW SCHOOL RULES AND REGULATIONS**

### **A. Maximum and Minimum Hours Permitted**

Full-time students may not take fewer than twelve credit hours or in excess of seventeen credit hours per fall or spring semester. Part-time students may not take in excess of eleven credit hours per semester and should generally take at least seven credit hours per semester. Neither full-time nor part-time students may take in excess of eight credit hours during the summer session. Intersessions, if offered, may vary in terms of maximum units, which will be announced in the materials for intersession offerings. For students in the Intensive Curriculum, see Part II, Section G.

### **B. Employment Rules for Full-Time Law Students**

Studying the law requires a student's full attention and commitment. Significant work commitments during law school can undermine learning and academic performance. All full-time students are strongly advised to refrain from working more than twenty hours per week. First-year, full-time students are strongly cautioned to refrain from working during academic terms in order to concentrate on academics.

### **C. Registration by Transfer Students**

Transfer students may receive an evaluation of their transcripts to determine the number of credit hours and required courses for which they will receive transfer credit by contacting the Director of Academic Administration. For more information, please see the Transfer of Credit Policy, contained as Appendix C in the Appendices portion of this handbook. Transfer students should contact the Assistant Dean for Student Affairs to discuss their proposed course of study. Graduates of foreign law schools seeking admission as transfer students with advanced standing should contact the Associate Dean for Strategic Initiatives.

### **D. Attendance/Preparedness**

The ABA requires “regular and punctual class attendance.” To satisfy this requirement, Thomas Jefferson School of Law (the School) has adopted the following policy:

1. Students must attend and be prepared for all classes in order to receive credit for a course. Professors cannot excuse absences. A student will be considered absent if:
  - a. The student is absent for all or a substantial part of a scheduled class session, including scheduled conferences and other class activities; or
  - b. The student is determined by the instructor to be unprepared for the class. A student who is unprepared and notifies the instructor prior to the beginning of class will be considered absent. A student who is unprepared and does not notify the instructor prior to the beginning of class will be considered absent and may also have his/her course grade lowered. Students are responsible for understanding their instructors’ unpreparedness notification policy, which generally appears in the course syllabus or is announced by the instructor at the outset of the course (e.g.,

some instructors will require that students sign an unprepared registry, while others may require notification by other means, such as email).

Each time a student who did not so notify the instructor prior to the beginning of class is determined by the instructor to be unprepared for class, the student's course grade may be lowered by 0.1 (in addition to the student receiving an Absence), up to a total of 0.3 from the course grade.

2. A student, other than a first-year student, who exceeds the grace number of absences in any class, may be automatically withdrawn from the class. A first-year student who exceeds the grace number of absences in a class will receive a grade of Auto-F (0.0) in the class. A student must be prepared to justify any absences to the Director of Academic Administration. Because the School recognizes the need to miss class for emergencies and health reasons, a student is permitted the following number of absences before being required to justify their absences:

	Class meetings per week	
	1	2
Permitted number		
Spring/Fall	2	4
Summer	1	2

3. Withdrawal may result in delayed graduation or other adverse consequences. See Part II, Section H.
4. Waiver of disqualifications:  
A student who has exceeded the grace number of absences will be informed by letter and given a time period in which to respond. The student may then, within the period specified, petition the Director of Academic Administration in writing for a waiver of automatic withdrawal or failure (Auto-F). A waiver will be granted only where a student's documentation demonstrates good cause for all absences and only when the total number of absences accrued is not excessive. Adequate documentation is required. Grade penalties may be applied for excessive absences at the discretion of the instructor.

**E. Electronic Devices**

Unless approved by the Student Affairs Office in conjunction with a documented disability, electronic devices may be used only with the permission of the professor. Cellular phones must be turned off during all class sessions.

**F. Recording Classes**

Classes at Thomas Jefferson School of Law are for the benefit of the School's students only. Classes may be recorded only if the professor expressly grants permission or as may be required to accommodate a disability as authorized by the law school. Professors may limit and place restrictions on the use of any such allowed recordings. Any

unauthorized recording or use is a violation of the School's Student Code of Conduct and constitutes grounds for sanctions up to and including dismissal from law school.

**G. Internet and Digital Content**

Student use of the Internet and viewing of digital content during class is entirely at the discretion of the professor. Professors may place restrictions on use of the Internet and viewing of digital content. Such restrictions may include prohibiting access to particular websites (e.g., social media, news, and sports) or the viewing of particular types of content (e.g., photos and videos). Any unauthorized use of Internet or viewing digital content during class is a violation of the School's Student Code of Conduct and constitutes grounds for sanctions.

**H. Character and Fitness**

Students have a continuing obligation to report to the law school matters that may reflect upon their character and fitness to practice law. This includes, but is not limited to, an obligation to report: criminal charges, arrests, indictments, convictions, or investigations; civil law or local ordinance violations; payments of restitution; disciplinary actions; formal accusations of dishonesty or a violation of trust; and delinquencies regarding financial obligations. Reports should be made to the Assistant Dean for Student Affairs.

**II. GOOD STANDING, PROBATION, DISMISSAL, AT-RISK, INTENSIVE CURRICULUM, WITHDRAWAL AND READMISSION**

**A. Good Academic Standing**

1. Effective Fall 2014, a student is in good standing when the student is not on probation.

**B. Academic Probation**

A student is placed on academic probation for the subsequent fall or spring semester in any of the following circumstances:

1. A full-time or part-time student has completed one semester of law school, has a Grade Point Average (GPA) of less than 2.000, but is eligible to continue beyond the first semester under Section C below;
2. A full-time or part-time student is permitted by the Dismissal Review Committee to continue in law school after being subject to academic dismissal;
3. A full-time or part-time student – regardless of cumulative GPA – received a semester GPA below 2.000 in the preceding semester (not including the summer session or any intersession).

**C. Academic Dismissal**

A student will be notified that he or she is academically dismissed when any of the following events occur:

1. The student fails to satisfy any requirement(s) imposed by the Dismissal Review Committee as a condition of being allowed to continue after being eligible for dismissal;
2. At the conclusion of the full-time student's first semester or at the conclusion of the part-time student's second semester (both not including summer or any intersession), the student has a cumulative GPA below 1.300 in courses graded on the first-year curve;
3. At the conclusion of (a) the full-time student's second semester or (b) the part-time student's third semester (both not including summer or any intersession), the student has a cumulative grade point average below 2.000 in:
  - a. all courses subject to the first-year curve, including Legal Writing I and II; or
  - b. all courses subject to the first-year curve, excluding Legal Writing I and II; or
  - c. all courses taken to date.
4. At the conclusion of any semester (not including summer or any intersession) after those referred to in C.3, the student has a cumulative grade point average below 2.000 in all courses taken to date.
5. At the conclusion of any semester (not including summer or any intersession) after (a) the full-time student's second semester or (b) the part-time student's third semester, a student has two consecutive semesters with a semester GPA below 2.000.

For purposes of this Section C. 1 – C. 5, a student is considered a full-time student based on the student's status at the end of the first semester.

6. Satisfactory Academic Progress – A student must consistently make satisfactory academic progress toward achieving a law degree. Satisfactory academic progress includes both a qualitative measure of the student's progress – measured through a cumulative grade point average – and a quantitative measure based on the number of units earned over time.
  - a. To qualify for academic progress, the School sets a maximum time-frame in which a student is expected to graduate. In general, full-time students must earn their degree within five years of when they began their law study, while part-time students must complete theirs in six.

- b. As soon as it is clear that a student will not graduate within this period, the student becomes ineligible for financial aid.
- c. Satisfactory academic progress is evaluated both in terms of grades received and units earned over time.
  - i. Failure to attain the required semester and cumulative grade point averages specified above will result in academic dismissal.
  - ii. Unless a student takes an approved leave of absence, failure to complete at least 16 units over each 12 month period beginning with the student's date of matriculation will result in academic dismissal regardless of the student's cumulative grade point average.

**D. Special Circumstances Petition**

1. Any student who is academically dismissed may file a Special Circumstances Petition within the time period specified in the notification to the student that he or she is dismissed.
2. A Special Circumstances Petition must:
  - a. be in writing and submitted to the Faculty Dismissal Review Committee at [DismissalReviewCommittee@tjssl.edu](mailto:DismissalReviewCommittee@tjssl.edu);
  - b. explain why the student's poor performance is attributable to unusual circumstances not likely to recur, such as an illness, family emergency, or other temporary situation; and
  - c. demonstrate that these circumstances no longer exist and that the student will not be eligible for academic dismissal at the end of the upcoming semester, if he/she is permitted to continue.
3. No special form is required for the Special Circumstances Petition and the student is free to include supporting documentation.
4. Special Circumstances Petitions are considered by the Faculty Dismissal Review Committee, which usually meets shortly after the date on which petitions are due. The Committee will review each student's academic performance; input from the faculty and staff; and any Special Circumstances Petition that the student may file, including attached documentation, in determining whether the student may continue in law school.
5. The Committee's decision is mailed to the student with the signature of the Associate Dean for Academic Affairs to preserve the anonymity of the Committee.

6. The Committee's granting of a Special Circumstances Petition generally allows the student to continue in school without any interruption attributable to the dismissal. In most cases, however, the Committee will place the student on continuing probation, specifying conditions that must be met in order for the student to return to Good Standing and to continue in law school. The Committee, for example, may require the student to re-take certain classes and obtain a certain minimum GPA above 2.000.
7. There is no appeal of the Committee's decision. A student whose petition is denied shall be dismissed from the School and must stop attending classes.
8. **Reservation of Rights.** The School reserves the right to dismiss a student at any time in its sole discretion for academic or disciplinary reasons. In the exercise of this prerogative, the law school attempts to analyze the totality of the circumstances in light of its ethical obligation not to continue the student beyond the point where it becomes clear that, for whatever reason(s), the student is not succeeding in law study. In this regard, it should be remembered that the longer the period of law study involved, the more conclusive the student's record becomes.

It must also be recognized that a student generally cannot perceive at the time that academic dismissal is in his or her own best interests. Consequently, academic dismissal is not a matter open to debate or negotiation by the student involved. The School can and must exercise its sole discretion in this matter. Continuation in school is not and cannot be "a matter of right" to the student involved.

**E. At-Risk Status**

A student will be considered "At-Risk" when the student has completed one semester of law school and has a GPA of less than 2.200.

**F. At-Risk Requirements**

1. A student who has completed one semester of law school with a GPA of less than 2.200 is required to participate in good faith in Lawyering Skills II and fulfill the following conditions:
  - a. Participate in good faith in a program of mandatory exams as detailed in the Lawyering Skills II syllabus, the exams to be administered at the direction of the Academic Success Program;
  - b. Achieve a minimum average score on the multiple choice exam questions as detailed in the Lawyering Skills II syllabus; and
  - c. Participate in mandatory structured study groups as directed by the Academic Success Program.
2.
  - a. Students who are required to participate in the Second Semester At-Risk

Program will have the course on their transcript as Lawyering Skills II for 0 units and will receive a Credit/No Credit (C/NC) grade at the end of the semester. The NC designation will be followed by a notation that the student failed to comply with remedial requirements.

- b. The letter informing a student that s/he is required to participate in the Second Semester At-Risk program will also advise the student that: (1) failure to attend the course will result in the notation on their transcript described above; and (2) failure to attend will be reported to the Dismissal Review Committee and will create a rebuttable presumption that the student should be dismissed.
  - c. At the close of the third week of a new semester, a list will be compiled with the names of the students who have not yet attended Lawyering Skills II. The Assistant Dean of Academic Success will contact the students and issue a written warning that: (1) the student now must petition the Assistant Dean of Academic Success to continue in the course; (2) failure to attend the course will result in the notation on their transcript described above; and (3) failure to attend will be reported to the Dismissal Review Committee and will create a rebuttable presumption that the student should be dismissed.
3. Students in the Second Semester At-Risk program may not participate in any co-curricular activity requiring travel or competition, or serve as an officer in any organization.

#### **G. Intensive Curriculum**

1. **Nature of the Intensive Curriculum**

A student whose cumulative grade point average, after attempting 25 units of law study on the first-year curve, is below or equal to 2.400, and is eligible to continue (i.e., not academically dismissed) will be required to follow the Intensive Curriculum. The Intensive Curriculum is designed to provide students facing academic difficulty with the support required to succeed in law school and on the bar examination. The Intensive Curriculum requires students to take additional courses in Legal Principles, Legal Foundations, and Pre-Bar Fundamentals, and to comply with certain other course enrollment requirements, as described in greater detail below.
2. **Release from the Intensive Curriculum**

A student required to follow the Intensive Curriculum will be released from following the Intensive Curriculum if the student achieves a cumulative GPA of 2.750 as of the end of any Fall or Spring semester or summer session after having successfully completed the Legal Principles course.
3. **The Legal Principles Course**

A student required to follow the Intensive Curriculum must take and pass, with a grade of at least 1.7, the Legal Principles course. Legal Principles is a four-unit

course, graded on the first-year curve, designed to develop skills in writing, reasoning, and analysis, focusing on the fundamental skills and concepts essential to legal analysis. Students must take Legal Principles in the spring semester or summer session, whichever immediately follows the semester in which the student first attempted 25 units of law study on the first-year curve. Students taking Legal Principles in the summer may take no more than one other summer course. A student required to follow the Intensive Curriculum who does not take and pass the Legal Principles course will not be eligible to graduate.

4. **The Legal Foundations Course**  
A student required to follow the Intensive Curriculum must take and pass, with a grade of at least 2.0, the Legal Foundations course. Legal Foundations is a two-unit course, graded on the upper-year curve, designed to develop skills in logical thinking and the application of black letter law, with an emphasis on multiple choice testing. Students required to follow the Intensive Curriculum must take the Legal Foundations course in their next to last semester. A student required to follow the Intensive Curriculum who does not take and pass the Legal Foundations course will not be eligible to graduate.
5. **The Pre-Bar Fundamentals Course**  
A student required to follow the Intensive Curriculum must take and pass, with a grade of at least 2.0, Pre-Bar Fundamentals in the student's final semester. This course is three-units in length, and is designed to assist students in synthesizing subjects covered by the Multi-State Bar Exam, in preparation for the bar examination in any jurisdiction. (For more information see Part VI, Section A. 1. d.) A student required to follow the Intensive Curriculum who does not take and pass Pre-Bar Fundamentals will not be eligible to graduate.
6. **Mandatory Enrollment in Additional Bar-Tested Subjects**  
In addition to taking and passing the courses required for all students, students required to follow the Intensive Curriculum must also take and pass, with a grade of at least 2.0, at least two of the following courses: California Civil Procedure, California Evidence, Community Property, Wills and Trusts, Adjudicatory Criminal Procedure, Administrative Law, Conflicts of Law, Family Law, or Federal Income Taxation. Note that the first five courses listed are tested on the California Bar Exam. The remaining courses as well as Adjudicatory Criminal Procedure are testable subjects in other jurisdictions.
7. **Maximum Units Restriction**  
Students required to follow the Intensive Curriculum who are not required to enroll as part-time students may take no more than 16 units in any fall or spring semester. Students required to follow the Intensive Curriculum who are required to enroll as part-time students may take no more than 11 units in any fall or spring semester.



8. **Effective Date**  
The requirements of the Intensive Curriculum will apply to all students as of the start of the fall 2012 semester. However, students who initiated study at the law school prior to the fall 2012 semester are exempt from the requirements of paragraphs three (The Legal Principles Course); six (Mandatory Enrollment in Additional Bar-Tested Subjects); and seven (Maximum Units Restriction).

## **H. Leaves of Absence and Voluntary Withdrawal**

1. **Leaves of Absence**
  - a. A student in good standing may request a leave of absence for one semester by written petition with supporting documentation to the Assistant Dean for Student Affairs. A petition will be granted only for good cause. Students requesting additional leave after the initial period granted must petition for an extension with continued demonstration of good cause. Petitions for extensions must be filed three weeks prior to the start of the relevant semester.
  - b. If a student is unable to remain enrolled in school due to pregnancy, she may be able to satisfy alternate requirements. In such cases, the student should contact the Assistant Dean for Student Affairs to determine eligibility for a leave of absence.
  - c. A student who has not completed one semester of law school is not eligible for a leave of absence.
  - d. The School's leave of absence policy does not reflect an "approved leave of absence" as determined by the Department of Education for financial assistance purposes, and therefore does not exempt students from Federal Return of Title IV Funds requirements.
2. **Voluntary Withdrawal from Law School**
  - a. Students should consult the Assistant Dean for Student Affairs prior to withdrawing from law school to determine whether a leave of absence would be more appropriate.
  - b. Students who believe they must withdraw because of financial difficulties are encouraged to contact the Financial Aid Office before taking action to ensure that they have considered all the Financial Assistance Programs that are available to them.
  - c. Students who wish to withdraw must notify in writing the Registrar (see below re: refund policy).
  - d. Students who voluntarily withdraw from the School must submit a formal application to LSAC to reapply to the Admissions Committee before being readmitted to law school (see below Part II, Section I.).

3. Partial Withdrawal
  - a. After students have attempted at least 28 units and have been reviewed on the first-year curve, students may withdraw from a course at any time before the start of final exams by submitting a change of schedule form to the Registrar's Office.
  - b. A student who has not attempted at least 28 units and has not been reviewed on the first-year curve may NOT withdraw from any required course unless:
    - 1) The course is being taken during the summer session; or
    - 2) The student switches from a full-time to a part-time program; or
    - 3) The student withdraws from all required courses in which he or she is enrolled for that semester.
    - 4) Students must have approval to change from the full-time program to the part-time program from the Assistant Dean for Student Affairs. A student who wishes to transfer programs should also discuss the appropriate course schedule with the Assistant Dean for Student Affairs.
4. A student who withdraws from any first-year course without permission may be administratively withdrawn from all courses.
5. A student placed in a repeat course may not drop the course; a student who drops a repeat course after being enrolled will be re-enrolled and a hold will be placed on the student's account.
6. Any student who withdraws will receive an automatic F if the Registrar is not notified in writing of the intent to withdraw before the final examination period, unless approval has been granted in extraordinary circumstances by the Assistant Dean for Student Affairs.
7. For purposes of calculation of the institutional refund policy, the effective date of withdrawal is the date a written request is received in the Registrar's Office. See Refund Policy, Appendix II and Return of Title IV Funds, Appendix III.
8. Any balance due on a student account becomes due in full upon withdrawal.
9. If a student withdraws after the refund/credit period and the student's account has been paid in full, the student can, in extraordinary circumstances, at the time of withdrawal petition the Business Office for Dean's Credit to be applied the next time that the student accrues a tuition charge.

## **I. Readmission**

1. Individuals who are readmitted after withdrawal or dismissal re-start their law school career; however, a student's prior transcript will remain part of that student's record.
  
2. **Readmission After Withdrawal**  
Prior to a voluntary withdrawal from law school, students should review the above provisions on leaves of absence and consult with the Assistant Dean for Student Affairs. An individual who has withdrawn from the School and seeks to return should submit a formal application through LSAC. A notification of the reapplication should also be sent to the Assistant Dean for Enrollment Management.
  
3. **Readmission After Academic Dismissal**  
An individual who wishes to be readmitted after academic dismissal must submit a formal application through LSAC. The application should demonstrate that the student possesses the requisite ability to complete law school and that the prior dismissal was the result of circumstances other than lack of ability. A notification of the reapplication should also be sent to the Assistant Dean for Enrollment Management.

### **III. EXAMINATION POLICIES**

#### **A. Anonymous Grading**

1. In order to preserve anonymity in examination grading, every student is assigned a different exam number each semester or session. The exam number is to be used on every graded examination or assignment in lieu of the student's name unless the syllabus or instructor indicates that non-anonymous grading applies.
2. A student's exam number may be viewed on MyVillage. With appropriate ID, the Registrar's Office can provide a student with the student's assigned exam number.
3. Students who do not use their assigned exam number may experience a delay in the posting of their grades.
4. With the prior approval of the Associate Dean for Academic Affairs, an instructor may grade a course on a non-anonymous basis. Instructors are expected to announce the grading policy for the course in their syllabi and on the first day of class. If there is any doubt, the student should ask the instructor.

#### **B. Midterm Examinations**

##### **1. Scheduling**

Midterm examinations may be given at the option of the instructor and are generally announced by the instructor in the syllabus for the course. Midterms are typically administered over a three day period.

##### **2. Percentage of Final Grade**

If graded midterm examinations are given in Civil Procedure I, Civil Procedure II, Contracts I, Contracts II, Criminal Law, Torts I, or Torts II, the examination must count for not less than five percent and not more than fifteen percent of the final course grade.

##### **3. Re-Scheduling Midterms**

Students generally may not re-schedule a midterm for non-emergency reasons. If an emergency arises, contact the Director of Academic Administration and Assistant Director of Academic Administration requesting that the exam be re-scheduled. The petition should include all necessary documentation. In general, re-scheduled midterms must be taken as soon as possible after the regularly scheduled time, typically within 24 hours.

##### **4. Waiver**

In the event that a student is unable to take or timely reschedule a midterm examination for emergency reasons, the student must submit a petition to the Director of Academic Administration requesting a waiver of the midterm. This petition must be submitted as soon as the student becomes aware of the relevant circumstances (and no later than 24 hours after the administration of the midterm) and should indicate the class section and instructor of the missed examination and the reason for the absence along with appropriate documentation.

Upon approval of the petition to waive the midterm examination grade, the petitioner's final grade in the course will be determined solely upon the remaining graded components of the course.

In the absence of a timely petition to reschedule or waive the midterm, or upon denial of such petition, the student will receive no credit for the missed midterm examination.

### **C. Other Required Testing**

#### **1. Scheduling**

Other required tests may take place outside the midterm or final examination periods, as announced by instructors and/or provided for in syllabi for certain courses.

#### **2. Re-Scheduling or Waiver of Other Required Testing**

Students generally may not re-schedule or waive a required test for non-emergency reasons. If an emergency arises, contact the Director of Academic Administration and Assistant Director of Academic Administration requesting that the test be re-scheduled or if timely re-scheduling is not possible, waived. The petition should include all necessary documentation. In general, re-scheduled tests must be taken as soon as possible after the regularly scheduled time, typically within 24 hours. In the absence of a timely petition to reschedule or waive the test, or upon denial of such petition, the student will receive no credit for the missed examination.

### **D. Final Examinations**

#### **1. Scheduling**

- a. The final examination usually will not be given on the same day of the week or at the same time that the student's class section met. Note that both day and evening classes may have a final examination on a night or weekend day.
- b. Because examination scheduling involves a number of factors including the availability of rooms and proctors, instructors do not have the authority to reschedule examinations, even with the unanimous consent of the class.
- c. Conflicts
  - i. Students are responsible for avoiding final examination conflicts when registering for classes. An exam will be rescheduled because of a conflict only if the student has:
    - two exams that are scheduled for overlapping times; or

- three or more exams within a 24-hour period (based on the start time of the first relevant exam). Having two examinations on the same day, but at different times, does not constitute a conflict. Re-scheduled exams must be scheduled as soon as possible after the regular administration of the exam, which may be later the same day.

ii. Exception: The conflicts provision will not apply to “bar-like testing experiences” designed to give students the experience of taking multiple exams on the same days, in order to simulate the bar exam. For example, testing three doctrinal courses over two days will not be considered a conflict at the end of the first year. Similarly, comparable experiences scheduled at other times during law school will not be considered a conflict.

iii. Questions or concerns regarding possible conflicts in an exam schedule should be immediately directed to the Director of Academic Administration.

## **2. Content**

Each instructor has the discretion to determine the number of questions to be asked, the weight assigned to each question, and the duration of the examination.

## **3. Inability or Failure to Take Final Examination**

- a. Students generally will not be excused from or allowed to reschedule an exam for non-urgent reasons. Any student who believes he or she must miss an exam for emergency reasons should immediately contact the Director of Academic Administration and Assistant Director of Academic Administration to petition to reschedule an exam. Students must provide documentation in support of a petition to seek to reschedule an exam due to extraordinary circumstances. If a petition to reschedule an exam is granted, the exam must typically be taken within 24 hours after the regularly scheduled exam. See below regarding “Incompletes.”
- b. Any student who, without permission, fails to take any regularly scheduled final examination will receive no credit for that course and a grade of F (0.0) will be calculated in the student’s grade point average, unless the student has either withdrawn or been granted an incomplete in the course.

## **4. Withdrawal**

For partial withdrawals prior to exams, see Part II, Section H.

**5. Incompletes**

Incompletes may only be granted for courses in which an exam is offered. (This provision will not apply to a student who has opted to write a paper in lieu of an examination, in whole or part, in an exam course.) Moreover, to receive an incomplete, a student must petition the Director of Academic Administration to ask that an incomplete be granted based on extraordinary circumstances. The student must have completed all course requirements except the final examination and must submit documentation setting forth reasons that are significant enough to justify the granting of an incomplete and showing why the examination cannot be taken. Unless the Associate Dean for Academic Affairs determines otherwise, if an incomplete is granted, the student must take the examination the next time it is offered or the incomplete will convert to a Withdrawal.

**6. Student Review of Final Examinations and Papers**

The law school allows students to review their examinations and papers. The schedule for exam review will be announced by email. Questions regarding exam checkout and multiple choice exam review sessions should be directed to a faculty assistant.

Students are encouraged to consult directly with their instructors in order to identify ways in which their examination answers can be improved. These consultations offer a valuable opportunity for the conscientious student to pinpoint problem areas. Appointments with members of the faculty may be made through a faculty assistant or directly with a faculty member. Faculty members ordinarily specify their preference in the course syllabus. If they do not, you should ask the instructor.

**E. Examination Rules**

**1. Time Allotment**

- a. Examination sessions will begin promptly at the scheduled times. Students arriving late will *not* be given additional time. A student arriving up to 30 minutes late may take the examination in the scheduled room.
- b. Students arriving more than 30 minutes late must immediately report to the Academics Office on the 7<sup>th</sup> floor.
- c. Students may not leave an exam room until time is called and students are excused.
- d. Students may sign-out of the exam room to use the restroom; however, no student may leave an exam room during the last ten minutes of an exam.

Students must refrain from discussing the examination or otherwise talking at any time while the examination is in session.

**2. Labeling Bluebooks**

Each bluebook used during an examination should be appropriately labeled before the examination begins with your current exam number and other requested information. Do not put your name on the bluebook.

**3. Multiple Choice Testing**

Multiple Choice answers are graded by machine and only answers marked in #2 pencil on the scantron form can be scored. Students must bring a #2 pencil to all such examinations. Students must carefully complete the identification portion of the scantron form. This information includes your name, course and instructor. Your examination number for the current semester or session should be written and bubbled in where indicated.

**4. Students Writing Exams**

Writers should have several pens, either in blue or black ink, to use in their bluebooks. No other color will be permitted. Pencils are never permitted on essay examinations. Writing on only one side of the page and double spacing is recommended.

**5. Students Using Laptop Computers**

Students wishing to take examinations on a computer must furnish their own laptop computer. Laptop computers must have the necessary software and exam template installed on their computer. In the event of a computer hardware malfunction and/or testing software malfunction:

- a. before an examination begins, the student should notify the proctor and report to the IT Help Desk; or
- b. during an examination, the student must finish the examination using a bluebook. Additional time is *not* allowed for equipment or software malfunction or power failure that occurs during an exam. Although electrical outlets are provided, students are encouraged to bring their own extension cords and/or battery pack.

For more information, please visit [www.examssoft.com](http://www.examssoft.com). Students must download the necessary software and templates from [www.examssoft.com/tjsl](http://www.examssoft.com/tjsl) and must be certain to update the software as needed. Students may check <http://support.examssoft.com> to ensure they have the current software release and to check for the current minimum system requirements.

**6. Bluebooks and Scratch Paper**

Blank bluebooks are distributed by the proctor at the beginning of each examination. Scratch paper is attached to each exam packet. There is no need to bring any scratch paper into the examination room. All scratch paper must be collected at the end of the exam.

**7. Eating, Drinking and Smoking**

Eating, drinking and smoking are not allowed in the classrooms during



examinations. Persons who require food or drink during the examination for medical reasons should petition the Director of Academic Administration well in advance of the exam. Medical certification must be attached to the petition.

**8. Timers and Calculators**

Absolutely no timers, calculators, or noisemaking devices, etc. are allowed in the examination rooms. Portable telephones and pagers must be turned off and left at the front of the room. A prominently displayed wall clock is installed in each examination room.

**9. Other Personal Effects**

The only things students are allowed to take to their seats are pencils and pens, along with their laptops if applicable. All purses, notebooks, outlines, books, papers, attaché cases, calculators, etc. must be left in the front of the examination room as students enter unless the individual instructor has specified that any of this material may be used during the exam.

**10. Leaving the Room During an Examination**

If a student has to leave the room during the examination, he or she must leave all paper in the room, including the questions themselves and the scratch paper. No more than one student at a time may leave the room during the examination. A student who leaves the room may not leave the floor on which the exam is being administered. Students are required to sign out, indicating the time they leave the room. They must sign back in upon their return, again indicating the time. The use of a telephone during examinations is prohibited. The law school will notify the student concerned of any incoming call of an emergency nature immediately upon receipt.

**11. Illness During an Examination**

A student who is unable to take an examination because of illness must notify the Director of Academic Administration or Faculty Assistant prior to the start of the exam. If a student becomes too ill to complete the exam and must leave the examination room during the examination, his or her bluebook will be collected and the student must petition for an incomplete.

**12. Cheating**

Cheating is a violation of the honor code and subject to appropriate discipline by the Ethics Committee through sanctions including expulsion from law school. Although it is impossible to list all of the situations under which cheating may occur, the faculty and administration will take reasonable steps to prevent it and to discipline those who cheat.

**13. Taking Materials Outside Examination Room**

- a. During the exam, students may not remove their laptop, or bluebooks, as appropriate, or any other exam materials.
- b. After the exam, students must leave all paper in the exam room, including bluebooks and scratch paper.

- c. If any exam materials are removed from the exam room, the incident must be reported immediately to the Director of Academic Administration and Assistant Director of Academic Administration.

**14. Collection of Examinations**

Students must remain in their seats until all bluebooks and/or scantrons are collected by the proctors.

**15. Inappropriate Behavior During an Exam**

Inappropriate behavior by a student during an exam, including disregard for the proctor or failure to follow examination rules, will be reported to the Ethics Committee.

**F. Examinations for Students with Disabilities**

Any student with a disability who wishes an accommodation related to schedules or procedures for final examinations, or any other exams or graded exercises, must make a request by contacting the Assistant Dean for Student Affairs. The request along with appropriate documentation must be submitted no later than one month prior to the student's examination or graded exercise. It is the student's responsibility to submit a timely request with appropriate documentation.

**G. Papers In Lieu of Examinations**

Instructors have the discretion to require students to write a paper in lieu of part or all of the final examination. Papers generally are graded non-anonymously. The syllabus for the class should specify whether a paper will be graded anonymously, and, if so, students should use their exam numbers and not their names on their papers. Plagiarism and unauthorized collaboration on a paper are forms of cheating and subject to sanction by the Ethics Committee.

**H. Plagiarism**

Plagiarism is a violation of the ethical standards of the law school and comprises any attempt (whether intentional or unintentional):

1. to pass off the ideas or words of another as one's own; or
2. to use a created production, whether graded or not, without crediting the source.

All written assignments, whether graded or not, must be the product of the student's own research, analysis, writing, and editing. Students must not pass off as their own the work of any other person, including another student, even with the permission of that other student.

In particular, students must give credit by means of a footnote or other citation to sources upon which they have relied or from which they have taken ideas. Each idea taken from a source should be separately credited. For example, if a lengthy passage in a paper is based on a source, it is not enough to credit the source once at the beginning or end of the

passage. Where language is taken verbatim from a source, students must use quotation marks or otherwise indicate that they are quoting material.

A student suspected of plagiarizing will be reported to the Ethics Committee. The penalties for plagiarism include failing the course, suspension or dismissal from school, and/or a report to the Committee of Bar Examiners for the State of California or to the comparable authorities in other jurisdictions in which the student may subsequently seek admission to practice.

## **IV. GRADING, SEMESTER HONORS AND CLASS RANK**

### **A. Numerical Course Grades**

Most course grades are calculated to tenths of a decimal point on a scale of 0.0 to 4.3. They often include, but are not limited to, some or all of the following elements:

#### **1. Final Examination**

The final examination grade will comprise 100 percent of the unadjusted course grade, unless the professor has specified otherwise, for example, in the syllabus for the class.

#### **2. Midterm Examination**

The instructor has the discretion to determine whether to give a midterm examination, whether the midterm examination is a mandatory ungraded practice test or graded, and the percentage of the final course grade that it will constitute. If the instructor decides that it will be counted toward the course grade, the instructor will announce the value of the midterm examination in the determination of the course grade. If you are unsure, ask the instructor. Note: If graded midterm examinations are given in Civil Procedure I, Civil Procedure II, Contracts I, Contracts II, Criminal Law, Torts I, or Torts II, the examination must count for not less than five percent and not more than fifteen percent of the final course grade.

#### **3. Other Graded Assessments**

Instructors have the discretion to vary the relative weights of the midterm and final examination grades in addition to using other forms of assessment as they deem appropriate and conducive to assessing, practicing, or otherwise developing knowledge, skills, and experience relevant to the course. These may include, but are not limited to, in-class and take-home tests, quizzes, writing assignments, case briefs, problem sets, presentations, exercises, research logs, reading summaries, journals, projects, and other activities. If the instructor decides that such other graded assessments will be counted toward the course grade, the instructor will announce the value of these other graded assessments in the determination of the course grade. If you are unsure, ask the instructor.

#### **4. Adjustment to Course Grade**

Instructors have the authority to impose sanctions against students who are unprepared or who do not comply with policies applicable to or established in the class, such as the first semester early intervention policy. As noted in Part I Section D, sanctions for unpreparedness include subtraction of 0.1 from the course grade for each instance of unpreparedness, up to a total of 0.3 from the course grade and, if the situation is aggravated, withdrawal from the class.

### **B. Non-Numerical Course Grades**

Some courses are graded on an Honors/Credit/Low Pass/No Credit basis, noted on the transcript as H, CR, L or NC respectively. These grades generally have no effect on a student's GPA, although a course in which a No Credit is received will not be counted

toward graduation. In Trial Practice or Advanced Trial Advocacy, students receiving an Honors grade receive a 4.0 (not 4.3) on their transcript, which is calculated in their GPA.

The grading system for a course generally may not be changed after the semester or session begins. In addition, the following grades may also be assigned in any course:

- AUTO F = Automatic Failure. AUTO Fs are given for failure to take the final examination or to first-year students with excessive absences. AUTO Fs are computed in the grade point average as 0.0.
- U = Audit.
- I = Incomplete. See Part III.D.5.
- E = Extension. Es allow a student extra time to complete a course. For good cause shown, students may petition the Associate Dean for Academic Affairs for additional time to complete course requirements. For more information, see the Director of Academic Administration.
- W = Withdrawn. After attempting 28 units, students may withdraw from a course at any time before the start of final exams by submitting a change of schedule form to the Registrar's Office; see Part II, Section H. A "W" will not be recorded on the transcript when a student withdraws from a class by the end of week six (week three during the summer session). The only exception is team based courses such as Trial Practice and Advanced Trial Advocacy. For these classes, a W will be recorded for any withdrawal after the first week of classes.
- X = Administrative Dismissal. Xs are given for failure to comply with administrative policies and are not computed in the grade point average.

**C. Grading Curve**

Grades awarded in courses offered through the School, with the exceptions noted below, will conform to the following curves:

**First-year classes**

3.9-4.3	- 4%
3.6-3.8	- 8%
3.3-3.5	- 8%
2.9-3.2	- 8%
2.6-2.8	- 12%
2.3-2.5	- 20%
1.9-2.2	- 12%
1.6-1.8	- 8%
1.2-1.5	- 12%
1.1 & below	- 8%

**Upper-level classes**

4.2-4.3	- 4%
3.9-4.1	- 12%
3.6-3.8	- 8%
3.2-3.5	- 12%
2.9-3.1	- 12%
2.6-2.8	- 24%
2.2-2.5	- 20%
2.1 & below	- 8%

**1. Applicable Curve**

For purposes of determining the applicable grading curve, the following courses will be considered first-year courses, regardless of when the courses are taken: Civil Procedure I & II, Contracts I & II, Criminal Law, Legal Principles, Legal Writing I & II, Torts I & II. All other courses, regardless of when taken, will be considered upper-level courses.

**2. Rounding**

If the number of students in a course divides unevenly into the percentage allocations indicated above, so as initially to indicate a fractional number of grades to be awarded in any grade range, the instructor shall depart up or down to assign one of the nearest whole numbers of grades in each such grade range.

**3. Aggregating Sections**

Faculty members who teach more than one section of the same course may combine the sections in applying the grading curve, or they may decide to curve the sections separately.

#### 4. Waiver

In extraordinary circumstances, when a faculty member determines that the performance of a certain class is not well represented by the applicable grading curve, the faculty member may seek from the Associate Dean for Academic Affairs permission to depart from the grading curve by awarding grades higher or lower than the curve would ordinarily require.

#### D. Failing Grades and Repeating Required Courses (rules applicable to grades received in courses taken prior to Fall 2012\*)

Students must retake any required course in which the student receives a course grade below 2.0. An exception to this policy will apply where a student receives a grade of 2.2 or higher in the immediately succeeding second semester of a two-semester course, other than Legal Writing. Thus, a failing grade in a required course is defined as a grade below 2.0, unless the student receives a grade of 2.2 or higher in the immediately succeeding second semester of a two-semester course, other than Legal Writing. Note that Criminal Law and Criminal Procedure are separate courses. Courses may not be repeated until after a student first attempts more than 27 units in courses graded on the first year curve. When required to retake a required course, a student must: (a) retake that required course during the semester when it is next offered (assuming space availability; note that summer session is excluded); and (b) whenever possible, retake the course with a different instructor. The original course grade will be replaced by the grade in the repeated class. However, the credit hours will only be credited once toward the 88 or 89 credit hours required for graduation. Students who receive a grade below 2.0 in the first semester of a required course for a second time must first pass the first semester of the course prior to moving on to the second semester of the course. For elective courses, any grade below 0.8 is defined as a failing grade.

For illustration:

Example 1: Torts I - grade: 1.7 Torts II- grade: 2.0  
result: student would need to retake Torts I in order to graduate.

Example 2: Civ Pro I - grade: 1.9 Civ Pro II - grade: 2.2  
result: student would not need to retake Civ Pro I in order to graduate.

Example 3: Property I - grade 2.7 Property II - grade 1.8  
result: student would need to retake Property II in order to graduate.

Example 4: Legal Writing I - grade 1.8 Legal Writing II - grade: 2.5  
result: student would need to retake Legal Writing I in order to graduate.

\*Note that the rules described in paragraph D above are applicable to grades received in courses taken prior to fall 2012. This is true both with respect to the requirement to repeat and with respect to the exception for two-semester courses. Thus, if a student received a grade below 2.0 in a required course prior to fall 2012, the student would be required to repeat the course. However, if the student takes the second of a two-semester course in fall 2012 or thereafter, the rules regarding exceptions to the repeat requirement

described below in paragraph E below would apply. Similarly, if the student repeats a course in fall 2012 or thereafter, the rules described in paragraph E below would apply.

**E. Failing Grades and Repeating Required Courses (rules applicable to grades received in courses taken as of Fall 2012\*)**

**1. Failing Grades**

For required courses graded on the first-year curve, any grade below 1.7 is defined as a failing grade. For required courses graded on the upper-year curve, any grade below 2.0 is defined as a failing grade. For elective courses, any grade below 0.8 is defined as a failing grade.

**2. Students with Low Grades in Required First-Year Courses**

A student who receives a grade below 1.7 in a required first-year course must repeat the course and receive a grade of 1.7 or higher in order to graduate. See Part II, Section G for Legal Principles.

Exception for two-semester courses: A student who receives a grade below 1.7 in the first semester of a required, two-semester, first-year course is not required to repeat the first semester if the student receives at least a 1.2 in the first semester and at least a 2.2 in the second semester. Note that this exception applies to Civil Procedure\*, Contracts, Legal Writing, and Torts and only during a student's first attempt through the two-semester course sequence.

\*This exception does not apply to Civil Procedure courses taken fall 2013 or later provided the two semesters of Civil Procedure consist of Civil Procedure I (4 units) and Civil Procedure II (2 units).

**3. Students with Low Grades in Required Upper-Level Courses**

A student who receives a grade below 2.0 in a required upper-level course must repeat the course and receive a grade of 2.0 or higher in order to graduate.

Exception for two-semester courses: A student who receives a grade below 2.0 in the first semester of a required, two-semester, upper-level course is not required to repeat the first semester if the student receives at least a 1.5 in the first semester and at least a 2.5 in the second semester. Note that this exception applies to Constitutional Law and Property Law (applicable only to Property Law courses taken spring 2014 or later) and only during a student's first attempt through the two-semester Constitutional Law or Property Law sequence.

**4. Students with Low Grades in Property Law (applicable only to Property Law courses taken prior to Spring 2014)**

A student who receives a grade below 1.7 in the first semester of Property must repeat that course and receive a grade of at least 1.7 in order to graduate. A student who receives a grade below 2.0 in the second semester of Property must repeat that semester and receive a grade of at least 2.0 in order to graduate.



Exception: A student is not required to repeat the first semester of Property if the student receives at least a 1.2 in the first semester and at least a 2.5 in the second semester. This exception applies only during a student's first attempt through the two-semester Property Law sequence.

**5. Additional Rules Regarding Repeated Courses**

Criminal Law and Criminal Procedure are separate courses.

Courses may not be repeated until after a student first attempts more than 27 units in courses graded on the first year curve and after the student has been reviewed under Part II.C.3. When required to retake a required course, a student must: (a) retake that required course during the semester (other than the summer) when it is next offered (assuming space availability); and (b) whenever possible, retake the course with a different instructor. The original course grade will be replaced by the grade in the repeated class. However, the credit hours will only be credited once toward the credit hours required for graduation.

\*Note that the rules described in paragraph E above are applicable to grades received in courses taken during fall 2012 and thereafter. This is true both with respect to the requirement to repeat and with respect to the exception for two-semester courses. Thus, if a student received a grade below 2.0 in a required course prior to fall 2012, the student would be required to repeat the course pursuant to paragraph D above. However, if a student takes the second semester of a two-semester course in fall 2012 or thereafter, the rules regarding exceptions to the repeat requirement described above in paragraph E would apply. Similarly, if the student repeats a course in fall 2012 or thereafter, the rules described in paragraph E above would apply.

For illustration:

Example 1: Civ Pro I Fall 2011 grade: 1.9.      Applicable policy: Paragraph D  
Civ Pro II Spring 2012 grade: 2.2.      Applicable exception: Paragraph D  
Result: student would not need to retake Civ Pro I in order to graduate.

Example 2: Torts I Spring 2012 grade: 1.8.      Applicable policy: Paragraph D  
Torts II Fall 2012 grade: 2.1.      Applicable exception: Paragraph E  
Result: student would need to retake Torts I in order to graduate.

Example 3: Property I Spring 2012 grade: 1.7.      Applicable policy: Paragraph D  
Property II Fall 2012 grade: 2.4.      Applicable policy: Paragraph E  
Result: student would need to retake Property I in order to graduate.

Example 4: Contracts I Fall 2012 grade: 1.5      Applicable policy: Paragraph E  
Contracts II Spring 2013 grade: 2.3      Applicable exception: Paragraph E  
Result: student would not need to retake Contracts I in order to graduate.

**F. Change in Grades**

All course grades and components of course grades are final when officially posted. An instructor may change a grade thereafter only if the Associate Dean for Academic Affairs, after a request by the instructor, has determined that a clerical error was made.

**G. Grade Point Average (GPA)**

**1. Semester or Term GPA**

The semester or session grade point average (Term GPA) is calculated and recorded in thousandths (e.g., 2.635, 3.550, etc.) and is determined by dividing the total grade or quality points earned that semester or session by the number of credits (or units) attempted that semester or session. The total grade (or quality) points earned in a semester or session is the product of the course credits (or units) and the student’s course grade, totaled for all courses in which a numerical grade was received that semester or session. In calculating the average to thousandths, the usual rounding rules are applied.

Example:

<i>Course</i>	<i>Credits Attempted</i>	<i>Credits Earned</i>	<i>Course Grade</i>	<i>Grade Points</i>
Contracts I	3	3	3.0	9.00
Torts I	3	3	3.3	9.90
Legal Writing I	4	4	3.7	14.80
total	10	10		33.70

Term GPA = 33.70 / 10 = 3.370

**2. Cumulative GPA**

The cumulative GPA is calculated and recorded in thousandths and is computed in the same manner as the semester or session GPA, except that the grade (or quality) points and the credits (or units) attempted are totaled for every course that the student has taken at Thomas Jefferson School of Law and for which the student has received a numerical grade.

**H. Semester Honors**

Students whose performance within a given Fall or Spring semester or summer session falls within the top ten percent of their class, and who have completed a minimum of at least two numerically graded courses during that semester or session, will be placed on the Distinguished Honor Roll. Students whose performance within a given Fall or Spring semester or summer session falls outside the top ten percent but within the top thirty percent of their class, and who have completed a minimum of at least two numerically graded courses during that semester or session, will be placed on the Honor Roll.

## **I. Class Rank**

Class rank is determined at the completion of each regular semester (not summer session or intersession). Students are ranked in one of four categories, defined by the program (full or part-time) in which the student was enrolled at the completion of the semester, then by the number of units completed.

F1 = Full-time, 1st year: 0-32 units earned

P1 = Part-time, 1st year: 0-25 units earned

2L = Full-time, and Part-time, 2nd year:

33-61 units earned Full-time

26-61 units earned Part-time

3L = Full-time, and Part-time, 3rd year: 62+ units earned (Full-time & Part-time)

If a student believes that his or her official rank does not accurately reflect the student's class standing, the student should contact the Associate Dean for Academic Affairs.

## **V. GRADUATION**

### **A. Degrees Conferred**

#### **1. Juris Doctor (J.D.)**

The professional degree of Juris Doctor is awarded to those students who have fulfilled all of the following requirements:

- a. Satisfactory completion of 89 units within the allowed time period. (For students who matriculated prior to January 1, 2013, the requirement is 88 units).
- b. Satisfactory completion of all courses required for graduation, including upper level writing and professional skills course requirements.
- c. Cumulative grade point average (GPA) of 2.000 or better. (This includes those grades from the student's last semester or session.)
- d. Satisfactory completion of all financial obligations to the School.
- e. The official date of graduation is the last day of the Fall, Spring or Summer session in which all graduation requirements are met.
- f. Certification of award of the degree including for bar certification will occur based on May, August or December graduation.

### **B. Required Application**

A student must complete an application for degree form and submit it to the Registrar's Office to receive a degree. Applying for fall degree candidacy occurs in the preceding May; for spring and summer degree candidacy in the preceding October.

**C. Ceremony Participants**

The law school holds two graduation ceremonies each year, the first in December and the second in May. Students may participate in December graduation if they receive or anticipate receiving their degree after completing the preceding summer session or fall semester. Students may participate in the May ceremony if they anticipate receiving their degree after completing the preceding spring semester or after the upcoming summer session.

**D. Accelerated Graduation**

**1. Participation**

Any student may, without submitting a petition, elect to enroll in summer sessions or intersessions with a unit load that might enable accelerated graduation.

**2. Consultation**

A student interested in accelerated graduation should consult with an academic counselor regarding this possibility. See also Part VI.A.1 below.

**E. Graduation Honors**

**1. Summa Cum Laude**

Each graduate with a class rank in the top three percent of his/her class will graduate *Summa Cum Laude*.

**2. Magna Cum Laude**

Each graduate (except those graduating *Summa Cum Laude*) with a class rank in the top ten percent of his/her class will graduate *Magna Cum Laude*.

**3. Cum Laude**

Each graduate (except those graduating with higher honors) with a class rank in the top thirty percent of his/her class will graduate *Cum Laude*.

For purposes of these rules, there are two graduating classes each academic year. The fall graduating class consists of those students who have satisfied all requirements for graduation at the completion of the fall semester and those who have satisfied such requirements at the completion of the preceding summer session. The spring graduating class consists of those students who have satisfied all requirements for graduation at the completion of the spring semester. Honors will be awarded based upon the graduate's final class rank.

## VI. PLANNING YOUR LAW SCHOOL CAREER COURSE SELECTION GUIDE

### A. Frequently Asked Questions

#### 1. Required Units

**How many do I need in total and each semester or session? What classes am I required to take?**

##### a. Total Units

89

(For students who matriculated prior to January 1, 2013, the requirement is 88 units).

##### b. Units Per Semester or Session

Thomas Jefferson School of Law has two academic programs, full-time and part-time.

Each of these programs has two graduation options, one of which is designated as “accelerated” graduation. The number of units you take each semester or session will depend on which program and which graduation option you choose. *Students may be permitted to switch back and forth between the full- and part-time programs (see Part II.H), and they may change their graduation option.*

##### 1) Full-time Program

Students in the full-time program follow a 3-year, 6-semester program of 12 to 17 units per semester. Its accelerated graduation option permits graduation in 2 ½ years by substituting one or two summer sessions for one semester.

##### 2) Part-time Program

Students in the part-time program follow a 4-year, 8-semester, 3-summer session program of eight to ten units per semester plus four to six units per summer session. Its accelerated graduation option permits graduation in 3 ½ years by substituting two very intensive summer sessions for one semester.

##### 3) Summer Session Units: 0-8 (part or full-time).

##### 4) Students may also earn units through Intersession, if offered, for example in Winter (January) or Spring (May-June). Note that the number of units available over Intersession is limited, and students may not be able to enroll in the maximum number of units every intersession due to course availability.

Although the School offers accelerated programs allowing full-time students to graduate in two-and-a-half years and part-time students to graduate in three-and-a-half years as an accommodation to those whose financial situation requires them to minimize their time in law school, students should be cautious in selecting accelerated graduation. Accelerated graduation requires students to earn a substantial number of units during the summer

session when course offerings are more limited. Accelerated graduation also reduces the time available to participate in law review, competition teams, field placement programs and other activities that can be of great value to a student's legal education and subsequent career.

**c. Required Classes**

**Primary:** Civil Procedure I & II, Contracts I & II, Torts I & II, Criminal Law and Legal Writing I & II.

Note that although most of these classes are taken in the first year of law school (the first two years for part-time students), some students will take some of these classes later.

**Upper Level:** Business Associations, Constitutional Law I & II, Criminal Procedure, Evidence, Professional Responsibility, Property I & II, Remedies, Upper Level Writing Requirement, Professional Skills Course Requirement.

Note that although most of these classes are taken in the second and third year of law school (the third and fourth year for part-time students), some students will take some of these classes earlier.

For students in the Intensive Curriculum, additional requirements apply. See Part II, Section G.

**d. Pre-Bar Fundamentals**

Students may take Pre-Bar Fundamentals only during their last semester of law school. Some students are required to take this course as described below.

As of the start of the fall 2012 semester, any student with a cumulative GPA of 3.000 or below as of the end of the semester or session in which the student first attempts his or her 60th unit as indicated on the student's transcript will be required to take and pass (with a grade of at least 2.0) Pre-Bar Fundamentals in that student's final semester. This course, three-units in length, is designed to assist students in reviewing and synthesizing subjects covered by the Multi-State Bar Exam, in preparation for the bar examination in any jurisdiction. The grading curve will not apply. Any student who receives a grade below 2.0 will not be eligible to graduate and will be required to repeat the course and earn at least a 2.0.

Students who are not required to take Pre-Bar Fundamentals are strongly encouraged to do so. For students who voluntarily enroll in this course, a grade of 2.0 will be required to earn units, but any such voluntarily enrolled student who fails to achieve a grade of 2.0 will not be required to repeat the course.

**e. Lawyering Skills I Course**

The Lawyering Skills I course is a first-semester one-credit required course, graded on an honors, credit, low pass, no credit scale. The course grade will be

placed on each student's transcript but will not factor into the student's grade point average. (For Lawyering Skills II, see Part II.F.)

**f. Credit Hours Calculation**

The Law School calculates the hours required to earn a credit hour, equal to one unit, according to ABA Standard 310. One unit requires the amount of work that reasonably approximates at least one hour of classroom or direct faculty instruction and two hours of out-of-class student work (or its equivalent for other types of academic activities), per week for fourteen weeks of classes, or an equivalent amount of work over a different time-frame.

**2. In what sequence should I take my required classes?**

As at virtually all American law schools, the first-year curriculum is prescribed. Students are not permitted to withdraw from first-year courses, except in connection with an approved change from full-time to part-time status.

After completion of the first-year curriculum, students may select the sequence in which they take the required courses and electives, except where announced prerequisites for a particular course dictate the sequence. While students have the flexibility to choose the order in which upper-level required courses are taken, following the recommended programs of study contained in Appendix A below will assure students the best possible final exam schedule.

Students should take courses in a sequence that enables them to structure a program of study that supports their interests and career goals. Students are encouraged to seek out an academic counselor for assistance and guidance in academic planning. Most upper level required courses are offered every semester, but they are not always offered in both the day and evening programs, and they may conflict with other classes. By adhering to the recommended programs of study listed in Appendix A below as modified by the requirements and scheduling tips in this section, students can take steps to ensure they are able to graduate on time.

**3. What is the Upper Level Writing Requirement and when should I take it?**

The upper level writing requirement is an advanced writing project that must be completed after a student has completed Legal Writing II and before the student begins his or her final semester of law school. A student may not leave the upper level writing requirement until his or her final semester without prior approval of an Academic Counselor. To fulfill the upper level writing requirement, students must enroll in an approved course or directed study; satisfactorily complete the assignments; and meet the quality and quantity standards described below. A list of approved courses is provided each semester with registration materials, and students can seek the assistance of an Academic Counselor to help identify a mentor for a directed study. Completion of a course that may be eligible for the upper level writing requirement will only satisfy the requirement if the work product meets the standards described below.

Satisfactory completion of the upper level writing requirement will include a final

written product that meets professional standards both in its substance and in its writing style, similar in length and difficulty to a high quality appellate brief or publishable note. The upper level writing requirement work product may consist of: (1) at least two drafts of two or more of the writing assignments; (2) a series of assignments related to one substantial writing assignment, such as a sequence that includes a research plan or a research log, a detailed outline, and at least two drafts; or (3) a series of assignments of equivalent length and difficulty. Certain courses might be used to satisfy either the professional skills or upper-level writing requirement, but a student may not use one course to satisfy both requirements.

#### 4. **What is the Professional Skills Course Requirement?**

Matriculants as of Fall 2016:

Students who initiated their studies at the School *after August 1, 2016* must successfully complete, prior to graduation, a minimum of six academic units of experiential coursework to satisfy the Professional Skills requirement. Certain courses might be used to satisfy either the professional skills or upper-level writing requirement, but a student may not use one course to satisfy both requirements.

Academic experiences that satisfy this requirement include an in-house law clinic, externship field placement, or simulation course.

Simulation courses afford students substantial experience assuming the role of attorney in hypothetical factual scenarios. Students practice representational or other lawyering tasks, are directly observed by faculty, receive faculty feedback, and engage in self-reflection.

As noted below, students who entered law school prior to August 1, 2016 must successfully complete two units of professional skills courses. **Registration materials will note which courses satisfy the requirement for pre-Fall 2016 matriculants, for post-Fall 2016 matriculants or both.**

Pre-Fall 2016 Matriculants:

All J.D. candidates who initiated their studies at the School after August 1, 2008 but before August 1, 2016, must pass at least one course designated as a professional skills course for a minimum of two academic units in order to graduate. One-unit skills courses offered during intersession may also be used cumulatively to satisfy this requirement. Each semester, summer session or intersession, a list of those courses that would satisfy the professional skills requirement will be distributed along with the course schedule and registration information. Certain courses might be used to satisfy either the professional skills or upper-level writing requirement, but a student may not use one course to satisfy both requirements.

For illustration purposes only, the following is a non-exhaustive list of courses that, as typically offered, tend to satisfy the professional skills course requirement



for pre- or post- August 2016 matriculants:

Advanced Civil Discovery Practice  
Advanced Legal Research  
Advanced Mediation  
Advanced Trial Advocacy  
Appellate Advocacy  
Arbitration  
California Civil Procedure (3 units)  
Client Interviewing and Counseling  
Clinical Externship Seminar  
Criminal Motion Practice  
Contracts Drafting  
Family Law Litigation Workshop  
Judicial Internship Seminar (Externships)  
Introduction to Mediation  
Negotiation Theory & Skills  
Small Business Law Center  
Supreme Court Appellate Advocacy  
Technology Externship  
Trial Practice  
Veterans' Legal Assistance Clinic

**5. What about electives and prerequisites?**

The School offers a wide array of elective classes. Part VI, Section B below provides guidance on which electives to take and when, depending upon the practice area in which you are interested. The scheduling of elective classes is not as predictable as required classes. You should contact an Academic Counselor to plan your course of study. You may wish to notify the Director of Academic Administration if there are particular elective classes that you are interested in taking, though the law school may not be able to offer low enrollment electives.

Some classes require prerequisites. These are listed in the course descriptions in MyVillage. Prerequisites may change depending on the professor teaching the course or course design. Other prerequisites may serve as a proxy for units attained or for enrollment in the JD (as opposed to online LLM) program. For example, prerequisites may be designed to ensure that students do not register for an upper-level class during the Fall or Spring semesters of the first-year or its part-time equivalent.

**6. Registration Process.**

**How can I get the courses I want? When can I add and drop?**

**a. Initial Registration**

Students entering their second semester and part-time students entering their third semester will be automatically registered by the Registrar's Office for their prescribed schedule. An email will be sent to your law

school email account confirming registration is complete and instructing students to print out schedule confirmations and student account statements online.

Students who have completed sufficient units, as indicated in the Registration bulletin, register for classes on-line through <https://myvillage.tjssl.edu/selfservice>. Select “Login” and enter your user name and password. If you have problems logging in, please contact the IT department at [help@tjssl.edu](mailto:help@tjssl.edu). Registration occurs on a rolling basis. The beginning dates and times for accessing PowerCampus Self-Service (MyVillage) are announced in advance by e-mail to your law school e-mail address.

Online registration is for classes only. For directed study, law review, and competition team participation (moot court, trial team and alternate dispute resolution (ADR)), please email the Registrar, and state which program you are requesting and the number of units. Upon approval, students will be enrolled in the units by the Registrar’s Office.

For Clinical Externship and Judicial Externship units, please contact the Director of Clinical Externship & Pro Bono Programs. Upon approval, students will be enrolled in the applicable units by the Registrar’s Office.

Through PowerCampus Self-Service (MyVillage), students may request to be placed on a waiting list for any class in which they are not initially admitted. Note that some classes may have multiple sections. Waiting lists are compiled by section. If a spot opens in the class, you will be notified through your law school e-mail account and will have 48 hours to register for the class through PowerCampus Self-Service (MyVillage) before the next student on the list will be notified of the spot. If you are enrolled in another section or no longer intend to take the class, please drop yourself from the waitlist so that other students may have the opportunity to enroll.

**b. How do I add or drop classes?**

For information on withdrawals, see Part II, Section H. After attempting 28 units, students may add courses to their schedules until the end of the first week of classes through PowerCampus Self-Service (MyVillage). Missed class meetings prior to the addition of a course to a student’s schedule count as absences.

After attempting 28 units, students may withdraw from a course at any time before the start of final exams by submitting a change of schedule form to the Registrar’s Office. A "W" will not be recorded on the transcript when a student withdraws from a class by the end of week six (week three during the summer session.) The only exception is team based courses such as Trial Practice and Advanced Trial Advocacy. For these

two classes a "W" will be recorded for any withdrawal after the first week of classes. For information on tuition refunds please see Part VII of this Student Handbook.

No first-year course may be dropped except in the case of full-time students who drop to part-time status. Students must have approval to change from the full-time program to the part-time program from the Assistant Dean for Student Affairs. Full-time status is five courses; part-time status is three courses as prescribed. Students may not withdraw from a course after the start of final exams without prior approval, in extraordinary circumstances, of the Assistant Dean for Student Affairs.

**c. Can I change sections of a continuing course?**

For two-semester classes, students are automatically enrolled in the second semester of the section in which they began. The registration and course materials for each semester will explain the process for changing sections of upper-level courses. For example, students may need to submit a request to the Registrar, who will confer with the faculty members involved and approve the switch for upper-level courses based on compelling reasons if space is available in the new section and the syllabi are sufficiently similar.

**7. Are there ways to earn credit that do not involve classroom work?**

Yes, there are four ways to earn credit outside the classroom. There is a six unit cap on credit received for Law Review, competition team participation, and directed study combined.

**a. Directed Study**

Directed Study is a method by which the School's students may obtain credit toward their law degrees by performing legal research and writing, or a similar project, in areas of their own choosing, under the supervision of a faculty member. You must seek out a professor to supervise your work. In general, only full-time faculty may supervise directed study projects. In special cases, such as when no full-time faculty member has expertise in the area, the Associate Dean for Academic Affairs can approve an adjunct professor to supervise a directed research project. One to three units of credit are available depending on the length of the project. Law review notes and moot court briefs may qualify with proper faculty supervision, but there is a six unit cap on credit received for Law Review, competition team participation, and directed study combined.

Eligibility for Directed Study is limited to students who have earned at least 29 units and are in good academic standing. A student wishing to obtain credit for Directed Study must first procure the written agreement of a full-time faculty member to supervise that student's project during the school session in which the credits are to be earned. Adjunct faculty members may serve in this role only with the prior approval of the Associate Dean for Academic Affairs. Before registering, the student,

with the guidance of his/her intended faculty supervisor, must select a topic for the student's project, adopt a written plan for its completion, and determine the number of units of credit to be earned through the project.

A student may register for Directed Study by submitting a copy of the written agreement with a professor to the Registrar's Office. For each Directed Study unit for which a student registers, the student will perform a minimum of 50 hours of research and writing or similar legal work. Ten to fifteen pages of written work per unit and at least three drafts, or the functional equivalent for special projects, are usually required. A student will receive credit for a Directed Study project only upon certification by the faculty supervisor that the amount of work performed and academic benefit gained is comparable to an elective course of equal unit value. Honors / Credit / Low Pass / No Credit is the only grading option available. Upper level writing credit may be awarded in appropriate cases.

**b. Externship Opportunities**

In addition to in-house clinics and the Mediation Program, the School offers a number of field placement programs, including the Judicial Externship Program, which places students in chambers of state and federal judges, and the Clinical Externship Program, which places students at various public agencies, nonprofit organizations, corporations, and law firms in San Diego. Typically these programs allow students to earn up to five credit hours in a regular semester and up to four credit hours in the summer session.

Students typically may not register for more than a total of ten credit hours in field placement programs (excluding in-house clinics and the Mediation Program) in all semesters and summer sessions combined. In extraordinary circumstances, students may register for more than ten credit hours in field placement programs with the permission of the Associate Dean for Academic Affairs and the Director of Clinical Externship & Pro Bono Programs.

However, students who transfer units from an approved concurrent degree program may not register for more than a total of five credit hours in field placement programs in all semesters and summer sessions combined.

In order to be eligible to participate in an externship, students must have completed one year of study, defined as completion of both the Fall and Spring semester of their first year of law study. Students who are enrolled in the part-time program may participate in a select group of externship opportunities once they have completed Contracts I, Torts I & II and Legal Writing I. Other externship opportunities become available to students participating in the part-time program once they are enrolled in Civil Procedure I, keeping in mind the prescribed academic program (see Appendix XII, Programs of Study). Please see the Director of Clinical

Externship & Pro Bono Programs for a list of externship opportunities for part-time students. All students must have a cumulative 2.000 GPA at the time of registration and at the time of participation in the externship program.

If your cumulative GPA is 2.300 or lower, you are eligible to participate in the Clinical Externship program only for one semester or summer regardless of how many credits you earn unless you have permission from the Associate Dean for Academic Affairs and the Director of Clinical Externship & Pro Bono Programs.

To enroll in Clinical or Judicial Externships for academic credit students must receive approval from the Clinical/Judicial Extern Office. The Career Services and the Clinical/Judicial Extern Offices are available to assist students in researching and applying for externships throughout San Diego. The Clinical/Judicial Extern Office publishes a handout each semester and summer session with approximately forty established Clinical Externship and Judicial Externship placements. There are numerous externship opportunities available both in the public and private sector. Students are also encouraged to seek out their own opportunities. To participate in an externship that a student has secured on their own, the Director of the Clinical Externship program must approve the externship site before a student can begin their externship.

The following entities typically provide extern opportunities to the School's students:

- Alternate Public Defender's Office
- Attorney General, State of California
- California Superior Court and Courts of Appeal
- Caltrans
- City Attorney's Office
- County Counsel's Office
- District Attorney's Office
- Elder Law & Advocacy Center
- Employee Rights Center
- Family Law Facilitator
- Federal Defender's Office
- Federal District and Appellate Courts
- Numerous Private Law Firms
- Numerous Corporate Legal Counsel Offices
- Planned Parenthood
- Public Defender's Office
- San Diego Bay Keeper
- San Diego Unified School District
- San Diego Volunteer Lawyer Program
- Sharp Healthcare

U.S. Attorney's Office  
United States Justice Foundation

In addition, the office works with dozens of legal agencies and nonprofit organizations to provide ample opportunity to explore various areas and types of law as a volunteer. Most of these qualify a student who devotes at least 50 hours of volunteer legal service for the School's Pro Bono Honors Program.

**c. Competition Teams**

Students may earn academic units for participating on competition teams.

**1) National Trial Team**

The National (Mock) Trial Team enables students to develop their trial advocacy skills through an intensive program of instruction and competition in inter-school competitions. Students learn to apply the rules of evidence in a real world setting and hone their skills taking direct testimony, cross-examining witnesses, arguing motions, and presenting opening statements and closing arguments to juries. The team is selected in an intra-school competition that takes place in the spring semester. Students must be in good academic standing to be eligible and must have earned at least 18 units. If they have not already done so, students who join the team are required to take Evidence and Trial Practice in either the summer or fall immediately after they are selected.

**2) Moot Court Society**

The Moot Court Society enables students to develop their appellate advocacy skills through an intensive program of instruction and inter-school Moot Court competitions. Students learn persuasive writing skills by drafting appellate briefs and hone their oral argument skills by presenting appellate cases to panels of judges. The team is selected in an intra-school competition. Students must be in good academic standing to be eligible and must have completed or be currently taking Legal Writing II.

Note: In addition to the Moot Court Society, professors may occasionally sponsor moot court teams in certain inter-school competitions, such as the Inter-American Human Rights competition and the Bankruptcy Law Competition. Students try out for professor-sponsored competitions through separate processes.

**3) Alternative Dispute Resolution Team (ADR)**

The ADR team enables students to develop their negotiation skills through an intensive program of instruction and inter-school negotiation skills competitions. Students learn the theory and practical skills that underlie successful negotiation technique. The

team is selected in an intra-school competition. Students must be in good academic standing to be eligible and have completed at least one semester of law school. Participation in the Negotiation Theory & Practice class is highly recommended for students selected for this program.

4) **Other Competitions**

Students interested in organizing or participating in co-curricular competitions outside the established National Trial Team, Moot Court, and Alternative Dispute Resolution Teams, should refer to the policy and application form in Appendix B.

d. **Thomas Jefferson Law Review**

For the most up to date information, refer to the Thomas Jefferson School of Law website at <http://www.tjeffersonrev.org/about-tjlr>. For information about PaperCLIP, the law school's Business and Intellectual Property Law Journal, please see [www.tjssl.edu/paperclip](http://www.tjssl.edu/paperclip).

The Thomas Jefferson Law Review is the flagship scholarly publication of the School, and is operated as a student-run organization under the supervision and oversight of the faculty. The Law Review is dedicated to the publication of scholarly works of practical and academic interest to the legal community. Membership on the Law Review is achieved through demonstrated academic excellence, and is one of the highest honors that can be attained in law school. Many legal employers place a high value on Law Review membership when hiring law clerks, attorneys, judicial clerks, or interns.

The Law Review publishes at least two issues a year. Members work to ensure the legal and technical accuracy and merit of the material published in the Law Review, in addition to completing a mandatory writing requirement.

The Law Review staff is composed of students who are invited to join, initially as Staff Associates, based on either (1) superior scholastic achievement, or (2) demonstrated proficiency in the annual summer Writing Competition conducted by the Law Review's student Editorial Board.

1) **Scholastic Achievement**

Early invitation, Full-Time Students: Full-time students ranked in the top five percent (5%) of their class after their first semester of study, provided they have completed at least fifteen (15) units, shall be extended early invitations to become Staff Associates. Students electing not to accept this early invitation will be invited again after their first year of study, provided they meet the requirements set forth below (Standard Invitation).

Early invitation, Part-Time Students: Part-time students ranked in the top five percent (5%) of their class after their second semester of study, provided they have completed at least fifteen (15) units, shall be extended early invitations to become Staff Associates. Students electing not to accept this early invitation will be invited again after the semester in which they complete twenty-five (25) units, provided they meet the requirements set forth below (Standard Invitation).

Standard Invitation, Full-Time Students: Full-time students ranked in the top fifteen percent (15%) of their class after the semester in which they complete at least twenty-five (25) units, shall be extended invitations to become Staff Associates.

Standard Invitation, Part-Time Students: Part-time students ranked in the top fifteen percent (15%) of their class after the semester in which they complete twenty-five (25) units shall be extended invitations to become Staff Associates.

5. Students extended an invitation based on grades will not be required to compete in the writing competition. Students will be invited on for the fall semester (based upon their class standing after the previous spring), and for the spring semester (based upon their standing after the previous fall).

2) **Writing Competition**

Students in the top 35 percent of their class who have completed at least 27 units and who have at least two semesters (excluding summer) remaining in law school are eligible to compete in the annual Writing Competition. Students demonstrating superior achievement in the Competition, as judged by Members of the Editorial Board in consultation with the faculty, are then invited to join.

Staff Associates are eligible to become full Members of the Law Review upon completion of the mandatory writing requirement, which includes satisfactory completion of the Scholarly Legal Writing course and a major scholarly paper on a topic of suitable legal interest (referred to as a Law Review "Note").

Each participating Staff Associate or Member may receive a maximum of two units for his or her first year of work on the Law Review, and must work for two semesters in order to qualify. Should a Member go on to serve as a Member of the Editorial Board for at least one semester, up to two units per semester may be earned. Such Law Review units are in addition to the one unit that may be earned by completing Scholarly Legal



Writing, and one additional possible unit that may be earned by arranging and completing an eligible Directed Study project in connection with a Law Review Note. A maximum of six units may be earned through Directed Study, Competition Team, and Law Review combined. The unit earned in Scholarly Legal Writing does not count toward this total. The Editor-in-Chief must submit to the appropriate law school offices the names of Staff Associates and Members who are eligible to receive units for their work on Law Review.

**8. Can I earn credit for study abroad?**

The School provides a number of opportunities for study abroad, including summer programs in Hangzhou, China, and Nice, France, as well as visiting opportunities during the regular school year at University of Burgundy School of Law in Dijon, France. For more information on these programs, contact the Assistant Dean for Student Affairs.

**9. Can I earn credit for courses at other Law Schools?**

**a. TJSL/CalWestern Course Sharing Program.**

Students may register for certain elective courses during the fall and spring semesters at California Western Law School pursuant to a course sharing program among the two schools. The available courses are announced shortly before the start of the semester. This program is limited to ten students per semester at each school. Students must be in good standing during the relevant semester. Required courses may not be taken at another law school, and the summer session is excluded. Grades for classes taken at another law school will transfer back as “Credit” provided a grade of 2.0 or above is earned. Questions about this program should be directed to the Registrar.

**b. Summer, Intersession, and Visiting Programs Sponsored by Other Law Schools.**

In extraordinary circumstances, students in good standing when applying and during the term in which the visit is sought and who have earned at least 29 units of credit for law study at TJSL, may petition to earn up to a maximum of six units through another ABA approved law school, either as part of a summer or intersession program, or as a visiting student. See Appendix C, Section A. 4.

Approval is not automatic; petitions will be granted only in the event a student demonstrates a very compelling justification. Note that petitions to take required courses or elective courses regularly offered at TJSL are rarely granted. Petitions should be submitted to the Associate Dean for Academic Affairs.

## **10. Sequence of Courses**

### **What classes should I take this semester?**

After the first year (the second year for part-time students), and in some cases beginning in the second semester, students may select which courses to take. To ensure that a student can take all of the required classes by his or her anticipated graduation date, suggested Programs of Study are provided in Appendix A. These programs are particularly useful for students considering an accelerated graduation date. Students may deviate from these programs of study, but they must ensure that they complete the upper level writing requirement at least one semester before graduating, complete all required classes by their last semester, and obtain the requisite number of units of credit before their proposed graduation date. See Part VI, Section B of this Student Handbook for further guidance on which courses to take, and when, depending on your curricular and future practice interests.

## **11. Available Courses**

### **What required and elective classes are available in the upcoming semester and in the near future?**

In general, the School attempts to offer upper level required classes – such as Professional Responsibility, Remedies, Evidence, Business Associations, and Criminal Procedure – as often as possible. If you have the flexibility to take either day or night courses, you can usually take whatever required upper-level class one-semester course you need in either the fall or the spring and often in the summer as well. With respect to evening classes, the required one-semester upper level courses are offered as follows:

Fall Evening:

Criminal Procedure, Evidence, Professional Responsibility, Remedies

Spring Evening:

Business Associations

In addition to the required courses, there are four recommended classes for California Bar Applicants: Community Property, Wills & Trusts, California Civil Procedure, and California Evidence.

It is difficult to predict in advance when particular classes will be offered. Some electives are generally offered every year, and most are offered at least once every two years depending on student interest. Unfortunately, exceptions sometimes unavoidably arise. The safest approach is to take an elective in which you are interested when it appears on the schedule, rather than trying to anticipate whether it will be offered again before you graduate. If you are choosing between conflicting electives, the Director of Academic Administration can sometimes provide information about the future availability of electives, including which of

the conflicting classes is more likely to be offered again during your law school career.

**12. How long do I have to earn my degree?**

Full-time students generally must earn their degree within five years of when they began their law study, while part-time students generally must complete theirs within six. These time limits are not automatically extended as a result of a student's withdrawal from law school, academic dismissal, or any other event. A student who reaches the maximum time permitted without completing all course requirements for the degree will not be permitted to continue in law school, except in extraordinary circumstances.

**13. Can I attend classes for which I am not receiving academic credit?**

Students who wish to audit a class must obtain prior approval of an Academic Counselor and the Instructor. Students must also notify the Registrar that they intend to audit the class; students will be registered in and billed for the course. Students will receive a grade of "U" for any audited class.

## B. WHAT TO TAKE: A LISTING OF COURSES BY AREA OF EMPHASIS

Students interested in certain areas of law may find it helpful to review potential course offerings by area of emphasis. Availability of courses will vary, and other relevant courses may be offered. Prerequisites may vary depending on the instructor or course design (such as a writing course requiring completion of Legal Writing II). Other prerequisites may serve as a proxy for units attained or for enrollment in the JD (as opposed to online LLM) program. Note: the tables below highlight typical substantive prerequisites, rather than prerequisites designed to ensure that students do not register for an upper-level class during the Fall or Spring semesters of the first-year or its part-time equivalent. A substantive prerequisite means a course that is substantively linked to the advanced course and provides a necessary foundation for the advanced course. For example, Contracts is a prerequisite for Contracts Drafting because Contracts provides the necessary doctrinal knowledge needed for the drafting course. Substantive prerequisites may vary.

### 1. Business Law

There are several sub-categories under the general heading of Business Law. The first table below identifies two classes necessary for all areas of business law practice. The remaining tables in this section gather classes falling within the various areas of business law practice.

#### **Basic Curriculum for All Business-Law-Focused Students**

<b>Course</b>	<b>Units</b>	<b>Prerequisites*</b>	<b>When To Take</b>
Business Associations	3	None	2 <sup>nd</sup> year
Federal Income Taxation	3	None	2 <sup>nd</sup> year

Note: Business Associations will be a 3 unit course as of Spring 2017.

## Commercial, Bankruptcy & Consumer Law

Course	Units	Prerequisites*	Highly Recommended (HR) or Optional (O)	When To Take
Arbitration	3	None	O	Anytime
Bankruptcy	3	None	HR	Anytime
Client Interviewing & Counseling	2	None	O	Anytime
Commercial Law: Sales UCC Article II	2-3	None	HR if no Art. 2 in Contracts I	Anytime
Commercial Law: Secured Transactions	2-3	None	HR	Anytime
Contracts Drafting	3	Contracts II	O	Anytime
International Business Transactions	3	None	O	Anytime
Negotiation Theory & Skills	3	None	O	Anytime
Real Estate Transactions	3	Property II	O	Anytime
Secured Land Transactions	3	Property II	O	Anytime
Small Business Clinic Seminar	2	None	O	Anytime

## Corporate & Securities Law

Course	Units	Prerequisites*	Highly Recommended (HR) or Optional (O)	When To Take
Business Planning	3	Business Associations	HR	Anytime
Client Interviewing & Counseling	2	None	O	Anytime
Contracts Drafting	3	Contracts II	O	Anytime
International Business Transactions	3	None	O	Anytime
International Investment Law & Arbitration	3	None	O	Anytime
International Taxation	2	Federal Income Tax	O	Anytime
Negotiation Theory & Skills	2	None	O	Anytime
Securities Regulation	3	Business Associations	HR	Anytime
Taxation of Business Organizations	3	Federal Income Tax	HR	Anytime

## International Business Law

<b>Course</b>	<b>Units</b>	<b>Prerequisites*</b>	<b>Highly Recommended (HR) or Optional (O)</b>	<b>When To Take</b>
Arbitration	2-3	None	O	Anytime
Business Planning	3	Business Associations	HR	Anytime
Client Interviewing & Counseling	2	None	O	Anytime
Comparative Law	3	None	O	Anytime
Conflict of Laws	2	None	O	Anytime
Contracts Drafting	3	Contracts II	O	Anytime
Immigration Law	2	None	O	Anytime
International Business Transactions	3	None	HR	Anytime
International Intellectual Property	2-3	None	HR	Anytime
International Investment Law and Arbitration	3	None	O	Anytime
International Law	2-3	None	HR	Anytime
International Taxation	3	Federal Income Tax	HR	Anytime
International Trade & Developing Countries	3	None	O	Anytime
International Trade & the World Trade Organization	3	None	O	Anytime
Negotiation Theory & Skills	2	None	O	Anytime
Taxation of Business Organizations	3	Federal Income Tax	HR	Anytime

## Business Taxation Law

Course	Units	Prerequisites*	Highly Recommended (HR) or Optional (O)	When To Take
Business Planning	3	Business Associations	HR	Anytime
Client Interviewing & Counseling	2	None	O	Anytime
International Business Transactions	3	None	O	Anytime
International Taxation	2	Federal Income Tax	HR	Anytime
Negotiation Theory & Skills	2	None	O	Anytime
Securities Regulation	3	Corporations	O	Anytime
Taxation of Business Organizations	3	Federal Income Tax	HR	Anytime



2. Constitutional & Civil Rights Law

Course	Units	Prerequisites*	Highly Recommended (HR) or Optional (O)	When To Take
Administrative Law	3	Constitutional Law I recommended	HR	ASAP
American Indian Law	3	None	O	Anytime
American Legal History	3	None	O	Anytime
Bioethics	3	None	O	Anytime
Civil Rights Law	2	Constitutional Law I	O	Anytime
Conflict of Laws	3	Civil Procedure II	O	Anytime
Controlled Substance Law	3	Criminal Law	O	Anytime
Critical Race Theory	3	None	O	Anytime
Death Penalty Seminar	2	None	O	Anytime
Employment Discrimination	3	None	O	Anytime
Employment Law	3	None	O	Anytime
Federal Courts & Jurisdiction	3	Civil Procedure II	HR	3 <sup>rd</sup> year
Global Justice, Self-Determination & the Law	3	None	O	Anytime
Global Workplace Law	3	None	O	Anytime
Immigration Law	3	None	O	Anytime
Jurisprudence	3	None	O	3 <sup>rd</sup> year
Juvenile Dependency Law	3	None	O	Anytime
Labor Law	2-3	None	O	Anytime
Law of Democracy	3	Constitutional Law I	O	Anytime
Law, Equality & Educational Institutions	3	Legal Writing II	O	Anytime
Law & Literature	3	None	O	3 <sup>rd</sup> year
Law & Religion: Constitutional Litigation	3	Legal Writing II	O	Anytime
Refugee & Asylum Law	3	None	O	Anytime
Reproductive Justice	2	None	O	Anytime
Sexuality, Gender & the Law	3	None	O	Anytime

### 3. Criminal Law

<b>Course</b>	<b>Units</b>	<b>Prerequisites*</b>	<b>Required ( R ) Highly Recommended (HR) or Optional (O)</b>	<b>When To Take</b>
Advanced Criminal Law: Vice Law	3	Criminal Law	O	Anytime
Adjudicatory Criminal Procedure	2	None	O	Anytime
Controlled Substances Law	3	Criminal Law	O	Anytime
Corp. & White Collar Crime	2	Criminal Law	O	Anytime
Criminal Motion Practice	3	Legal Writing II; Criminal Procedure	HR	Anytime
Criminal Law	3	None	R	Required 1L course
Criminal Procedure	3	None	R	ASAP
Death Penalty Seminar	2	None	O	Anytime
Evidence	4	None	Required	ASAP
California Evidence	2	Evidence	HR (if intending to practice in California)	Anytime
Federal Courts & Jurisdiction	3	Civil Procedure II	HR	3 <sup>rd</sup> year
Federal Criminal Law	3	Criminal Law & Criminal Procedure	O	Anytime
International Criminal Law	3	Criminal Law; Int'l. Law & International Human Rights recommended.	O	Anytime
Intl. Issues on U.S. Death Penalty Law	3	Criminal Law	O	Anytime
Juvenile Dependency Law	2	None	O	Anytime

#### 4. Sports and Entertainment Law

<b>Course</b>	<b>Units</b>	<b>Prerequisites*</b>	<b>Highly Recommended (HR) or Optional (O)</b>	<b>When To Take</b>
Client Interviewing & Counseling	2	None	O	Anytime
Contracts Drafting	3	Contracts II	O	Anytime
Copyright	3	None	HR	Anytime
Entertainment Law	3	None	HR	2 <sup>nd</sup> year
Entertainment Law Transactions	3	Contracts II	O	Anytime
Infractions & Compliance in Inter Collegiate Sports	2	None	O	Anytime
International Intellectual Property	2-3	None	O	Anytime
Law of Amateur Sports	3	Contracts II	O	Anytime
Lawyers & American Film	2	None	O	Anytime
Music Law	2-3	None	O	Anytime
Negotiation Theory & Skills	3	None	O	Anytime
Race & Gender in Sports	2	None	O	Anytime
Sports Law	2	None	O	Anytime
Trademark & Unfair Competition	2	Property I	HR	Anytime

5. Estate Planning & Taxation

<b>Course</b>	<b>Units</b>	<b>Prerequisites*</b>	<b>Highly Recommended (HR) or Optional (O)</b>	<b>When To Take</b>
Client Interviewing & Counseling	2	None	O	Anytime
Contracts Drafting	3	Contracts II	O	Anytime
Federal Estate & Gift Taxation	3	Wills & Trusts recommended	O	Anytime
Federal Income Taxation	3	None	HR	Anytime
Wills & Trusts	3	Property I & II	HR	Anytime

6. Family Law

<b>Course</b>	<b>Units</b>	<b>Prerequisites*</b>	<b>Highly Recommended (HR) or Optional (O)</b>	<b>When To Take</b>
Bioethics	3	None	O	Anytime
Community Property	2	Property I & II	HR	ASAP
Family Law	3	None	HR	ASAP
Immigration Law	3	None	O	Anytime
Juvenile Dependency Law	2	None	O	Anytime
Negotiation Theory & Skills	3	None	O	Anytime
Refugee & Asylum Law	3	None	O	Anytime
Sexuality, Gender & the Law	3	None	O	Anytime
Reproductive Justice	2	None	O	Anytime
Women & the Law	3	None	O	Anytime

7. Health Law

<b>Course</b>	<b>Units</b>	<b>Prerequisites*</b>	<b>Highly Recommended (HR) or Optional (O)</b>	<b>When To Take</b>
Administrative Law	3	Constitutional Law I recommended	HR	ASAP
Bioethics	3	None	O	Anytime
Health Care Liability	3	Torts II	HR	ASAP
Health Law	3	None	HR	ASAP
Negotiation Theory & Skills	3	None	O	Anytime
Reproductive Justice	2	None	O	Anytime

## 8. Human Rights Law

<b>Course</b>	<b>Units</b>	<b>Prerequisites*</b>	<b>Highly Recommended (HR) or Optional (O)</b>	<b>When To Take</b>
Administrative Law	3	Constitutional Law I recommended	O	Anytime
Advanced Criminal Law: Vice Law	3	Criminal Law	O	Anytime
American Indian Law	3	None	O	Anytime
American Legal History	3	None	O	Anytime
Critical Race Theory	3	None	O	Anytime
Death Penalty Seminar	3	None	O	Anytime
Employment Discrimination	3	None	O	Anytime
Global Workplace Law	3	None	O	Anytime
Immigration Law	3	None	O	Anytime
International Criminal Law	3	Criminal Law; Int'l. Law & International Human Rights recommended.	HR	Anytime
International Human Rights Law	3	None	HR	Anytime
International Issues on U.S. Death Penalty Law	3	None	HR	Anytime
International Law	3	None	O	Anytime
Juvenile Dependency Law	3	None	O	Anytime
Law, Equality & Educational Institutions	3	None	O	Anytime
Refugee & Asylum Law	3	None	HR	Anytime
Sexuality, Gender & the Law	3	None	O	Anytime
Women & Intl. Human Rights Law	3	None	HR	Anytime
Women & the Law	3	None	O	Anytime

## 9. Intellectual Property Law

Within this area of concentration, separate courses of study are appropriate depending upon whether one wants to specialize in patent law issues or *soft IP*, i.e. copyright and trademark law issues. (Patent=P; Soft IP=S)

Course	Units	Prerequisites*	Highly Recommended (HR) or Optional (O)	When To Take
Antitrust	3	Property	P:HR S:O	Anytime
Client Interviewing & Counseling	2	None	O	Anytime
Contracts Drafting	3	Contracts II	O	Anytime
Copyright	3	Property	P:O S:HR	Anytime
Entertainment Law	3	Contracts II	O	Anytime
Information Privacy Law	2	None	O	Anytime
Intellectual Property & Competition Law	3	Antitrust & some IP course recommended	O	Anytime
Intellectual Property Survey	2	Property	General survey course for non-IP specialist.	Anytime
International Intellectual Property	3	None	HR	Anytime
Music Law	3	None	O	Anytime
Patent Law	3	None	P:HR S:O	Anytime
Trademark & Unfair Competition	2	Property I	P:O S:HR	Anytime



10. Labor & Employment Law

<b>Course</b>	<b>Units</b>	<b>Prerequisites*</b>	<b>Highly Recommended (HR) or Optional (O)</b>	<b>When To Take</b>
Administrative Law	3	Constitutional Law I recommended	HR	Anytime
Advanced Mediation	3	Intro to Mediation	O	Anytime
Arbitration	2-3	Torts II & Contracts II	HR	Anytime
Client Interviewing & Counseling	2	None	O	Anytime
Collective Bargaining & Labor Relations	2	Contracts II	O	Anytime
Employment Discrimination	2-3	Torts II & Contracts II	HR	Anytime
Employment Law	2-3	Torts II & Contracts II	HR	Anytime
Global Workplace Law	3	None	O	Anytime
Intro to Mediation	3	None	O	Anytime
Labor Law	2-3	Torts II & Contracts II	HR	Anytime
Negotiation Theory & Skills	3	None	O	Anytime
Sexuality, Gender & the Law	3	None	O	Anytime
Sports Law	2	None	O	Anytime

## 11. Litigation & Dispute Resolution

<b>Course</b>	<b>Units</b>	<b>Prerequisites*</b>	<b>Highly Recommended (HR) or Optional (O)</b>	<b>When To Take</b>
Administrative Law	3	Constitutional Law I recommended	HR (if focusing on an agency based area)	ASAP
Advanced Civil Discovery Practice in CA	2	Civil Procedure II	O	Anytime
Advanced Mediation	3	Intro to Mediation	O	Anytime
Advanced Trial Advocacy	3	Evidence; Trial Practice	HR if pursuing trial litigation practice	3 <sup>rd</sup> year
Appellate Advocacy	2	Legal Writing II	HR	Anytime
Arbitration	2-3	Torts II & Contracts II	HR	Anytime
California Evidence	2	Evidence	HR if planning to practice in California	Anytime
Civil Motion Practice	2	Legal Writing II; Civil Procedure II	HR	Anytime
Client Interviewing & Counseling	2-3	None	HR	Anytime
Collective Bargaining Labor Relations	2	Contracts II	O	Anytime
Competition Team Participation (see also above Part VI.A.7.c)	1-3, per semester	Moot Court: Legal Writing II National (Mock) Trial Team: Evidence ADR: None	HR	ASAP
Conflict of Laws	3	Civil Procedure II	HR	Anytime
Criminal Motion Practice	3	Legal Writing II; Criminal Procedure	HR if pursuing a criminal law practice	Anytime
Federal Courts & Jurisdiction	3	Civil Procedure II	HR	Anytime
Introduction to Mediation	2	None	O	Anytime
Negotiations Theory & Skills	3	None	O	Anytime
Pretrial Preparation	3	None	HR if pursuing a litigation practice	Anytime
Trial Practice	3	Evidence	HR if pursuing trial litigation practice	Anytime

## 12. Public International Law

<b>Course</b>	<b>Units</b>	<b>Prerequisites*</b>	<b>Highly Recommended (HR) or Optional (O)</b>	<b>When To Take</b>
Comparative Law	2	None	O	Anytime
International Criminal Law	3	Criminal Law; International Law & International Human Rights recommended	O	Anytime
International Human Rights Law	3	None	O	Anytime
International Investment Law & Arbitration	3	None	O	Anytime
International Law	3	None	HR	ASAP
International Trade & Developing Countries	3	None	O	Anytime
International Trade & the World Trade Organization	3	None	O	Anytime
Immigration Law	3	None	O	Anytime
Refugee & Asylum Law	3	None	O	Anytime

13. Real Property, Land Use & Environmental Law

Course	Units	Prerequisites*	Highly Recommended (HR) or Optional (O)	When To Take
Administrative Law	3	Constitutional Law I recommended	HR (if focusing on environmental law & land use)	ASAP
Advanced Property Law	3	Property II	O	Anytime
Client Interviewing & Counseling	2	None	O	Anytime
Contracts Drafting	3	Contracts II	O	Anytime
Environmental Law	3	Property II recommended	HR (if focusing on environmental law & land use)	Anytime
Land Use Planning	3	Property II	HR (if focusing on environmental law & land use)	Anytime
Natural Resources Law	3	None	O	Anytime
Negotiation Theory & Skills	2	None	O	Anytime
Real Estate Transactions	3	Property I & II	HR	Anytime
Secured Land Transactions	3	Property I & II	HR	Anytime
Water Law	3	Property II	O	Anytime
Wild Life Law	2	None	O	Anytime

\* highlights typical substantive prerequisites. A substantive prerequisite means a course that is substantively linked to the advanced course and provides a necessary foundation for the advanced course. For example, Contracts II is a prerequisite for Contracts Drafting because Contracts provides the necessary doctrinal knowledge needed for the drafting course. These may vary depending on professor and course design.

## **VII. Paying for Law School: Tuition, Scholarships, Payment Plans, Financial Aid**

### **A. Tuition Payment, Refunds and Scholarships**

#### **1. Tuition Payment**

Thomas Jefferson School of Law (“TJSL”) provides a variety of short-term payment programs to help students meet their financial responsibilities as conveniently as possible. Through these programs, students are able to make tuition and fee payments throughout the semester and/or while awaiting delivery of loan and grant funds. See Payment Agreement, Appendix I.

The monthly payment options may be selected before every semester of attendance as long as the student's tuition account remains in good credit standing. “Good credit standing” means that the student account is current and payments are made in a timely manner. Returned items (including returned checks and dishonored credit card charges) incur a \$25 returned item fee per occurrence, can jeopardize the good credit standing of a student's account, and constitute an ethical violation reportable by the Dean to the Ethics Committee. A money order or cash payment may be required if two returned items are submitted within a 12-month period.

Students will be required to make an initial payment by the registration payment deadline (or with registration during timely and late registration) and will have the option of paying the balance in additional consecutive monthly payments (a maximum of five payments during the fall and spring semesters and a maximum of three payments during the summer session.)

Payment dates are set by TJSL and are published in the registration or tuition & finance bulletin. Current and subsequent schedules of payment will be attached to and made part of the student's Payment Agreement. A service charge of \$25 to \$100 is assessed for the use of the extended payments options, depending upon the number of payments selected.

Each tuition payment received will be first applied to the oldest tuition obligation. Payments are due on or before the scheduled due dates or in full upon receipt of financial assistance, whichever comes first. Scholarships are deemed to reduce the total cost rather than to apply to any specific payment. Therefore, the cost of tuition and fees remaining after scholarship is the basis to be divided into equal installments.

For those students who are unable to make payment in full before the start of each semester, TJSL at its sole discretion may approve a monthly payment plan.

Certain student fees are not eligible for payment plans and are due in full by the payment deadline. This includes but is not limited to Student Health Plan Fees.

Inquiries concerning payment plans or late charges should be directed to the Student Finance Office at 619.961.4324.

## **2. Credits and Refunds**

A credit of tuition and fees may be granted to a student who reduces his or her course load resulting in a change of program of enrollment, or a student who completely withdraws from school for that semester. Credits are computed based on total semester cost of tuition and fees according to a percentage scale. See Refund Policy, Appendix II. All requests for refunds should be directed to the Student Finance Office at 619.961.4324, and are subject to the various governing federal, state and institutional policies.

The effective date of a schedule change or complete withdrawal, for purposes of calculation of the institutional refund policy, is the date that the Registrar's Office receives *written notification* by hard copy or e-mail of the student's decision to change programs or withdraw from school.

Recipients of Federal Title IV Aid (Stafford Loans, Perkins Loans, and grants) are subject to federal return-of-funds requirements, calculated at the time of withdrawal, to determine earned and unearned aid received for the period. The School is required to return all or part of the unearned aid according to the federal calculation, regardless of charges incurred. Therefore, it is possible for recipients of federal financial assistance to owe a substantial outstanding balance to the School after withdrawal, even if their balance had previously been paid in full. See "Return of Title IV Funds" policy, Appendix III.

As TJSL offers extended payment plan options, it is possible for students on these deferred payment plans to still owe a substantial outstanding balance to the School after withdrawal.

Upon withdrawal, after calculation of the institutional refund policy and processing of any required return of funds to Title IV programs, any balance of tuition and fees still owed to the School is due and payable immediately. If any credit balance remains, a refund check will be mailed to the student.

Questions regarding the institutional Refund Policy and the federal Return of Title IV Funds Policy should be directed to the Student Finance Office at 619.961.4324.

## **3. Financial Assistance**

A variety of financial assistance programs involving government aid, other private aid, institutional aid and aid from outside community organizations are available to students. Information regarding application procedures, qualifications for aid, deadlines and details of the various programs are available from the Student Finance Office. Financial counselors are available to help you develop a plan to finance your education using your own resources as well as available loans, grants, employment and scholarships.

## **4. Scholarships**

TJSL may offer a variety of scholarships. Applicants need not submit a separate scholarship application. All scholarship recipients receive a detailed award letter containing the terms of the award and any criteria for renewal. Scholarships awarded

by the School are for a specific dollar amount and for specific semesters and will be posted as a credit to the student's tuition account.

Partial or complete withdrawals will be handled according to the refund policy. A subsequent change in the enrollment, from full-time to part-time and vice versa, will generate an adjustment in the scholarship amount.

## **APPENDIX I: Thomas Jefferson School of Law Payment Agreement**

Congratulations on your decision to become a student at Thomas Jefferson School of Law. This agreement covers your obligation to pay tuition and fees during your enrollment. By attending TJSL, you agree to the following terms:

**TUITION AND FEES** - I agree to pay to Thomas Jefferson School of Law, hereinafter referred to as TJSL, tuition and fees for each unit in which I enroll at the rate then being charged. The amount of tuition and fees is stated in the registration or tuition & finance bulletin in effect for each semester. Further, I understand that TJSL has the right to change tuition and fees at any time.

**PAYMENT** - The full amount of tuition fees is due and must be paid on or before the due date stated in the registration or tuition & finance bulletin. If I register at any time after the initial payment deadline for the term (whether semester or session), I must make full payment or set up payment arrangements at the time I register. If I fail to pay tuition when it is due, my registration will be cancelled and I will be required to re-register and pay a late registration fee.

**FINANCIAL ASSISTANCE** - I am responsible for payment of the full amount of tuition and fees charged by TJSL. If I am eligible and have been approved for financial assistance and/or a scholarship through a financial assistance program approved by TJSL and I meet all of the eligibility requirements, I understand that I may defer, at the option of TJSL, that portion of my tuition equal to the certified aid amount. When my financial assistance funds are received by TJSL I agree, as a condition of my enrollment and TJSL's acceptance of minimum payments, to pay my total tuition and fees then due by either (i) authorizing funds to be delivered via EFT and automatic credit to my tuition account and receiving a refund of any overpayment within two weeks, or (ii) delivering a money order, cashier's check or cash for the full amount due on my account to TJSL. If for some reason my financial assistance is denied by its anticipated due date, I will be required to pay the amount due on my account immediately.

Eligibility Requirements:

- I have been admitted as a graduate student.
- I am a U.S. citizen or a permanent resident.
- I am not in default nor do I owe a repayment of any Federal Title IV Funds.
- I have not borrowed in excess of the federal loan limits.
- I am registered with Selective Service or can prove that I am not required to register.
- I have accurately completed and submitted all financial assistance applications and supporting documentation.

**TUITION PAYMENT PLANS** - If I am unable to make payment in full prior to the start of each semester, I understand that TJSL at its sole discretion may approve a monthly payment plan prior to every semester of attendance as long as my tuition account remains in good standing. I will be required to make an initial payment by the registration payment deadline and will have the option of paying the balance in additional consecutive monthly payments. Available payment plans and related service charges will be listed in the registration or tuition & finance bulletin each term. I further understand that (1) Payment dates are set by TJSL and are published in the registration or tuition & finance bulletins; (2) Current and subsequent schedule of payments shall be binding on me and made part of this agreement; (3) Each tuition payment received will be first applied to the oldest tuition obligation; (4) Payments are due on or before scheduled due dates or in full upon receipt of financial assistance, whichever comes first.

**SERVICE CHARGES** - I understand that service charges shall be included in the total and these fees will be listed in the registration or tuition & finance bulletin each term. The service charge shall be stated and included in the schedule of payments. I may, at my option and without penalty, prepay all or part of the balance plus service charge thereon, at any time. If I pay more than the amount due of



any installment, the excess will be used as an advance payment of the next regular installment. Prepayment may reduce my service charge.

**PENALTY CHARGES** - If I fail to make timely payment of any or all of my scheduled tuition and fees payments on or before the close of business on the date due, I understand that I will be obligated to pay a \$25 late fee (\$50 for late registration) that will be added to my outstanding balance. If I am consistently late in making payments, I may jeopardize my eligibility to participate in the payment program.

**DEFAULT** - If I fail to make any payment on time, the entire unpaid balance including service charges, plus any applicable penalty charges may, at the sole option of TJSJ, become immediately due and payable. I understand and agree that if I default on my scheduled payment, TJSJ and/or its collection agent may disclose the fact that I have defaulted, along with other relevant information, to credit reporting organizations. I promise to pay all attorney's fees and other reasonable collection costs and charges necessary for the collection of my amount not paid when due. If a collection agency subject to the Fair Debt Collection Practices Act is used, I will pay all collection costs and service charges. I waive my right to privacy with regard to the disclosure of any and all information to any party, organization, business or entity in an effort to collect any debt owed under this agreement.

**CHANGE IN NAME, ADDRESS, AND, SOCIAL SECURITY NUMBER** - I am responsible for informing the TJSJ Registrar's Office of any changes in my name, address, or social security number within thirty (30) days from any such change.

**SUSPENSION OF SERVICES** - I understand and agree that TJSJ may withhold grade reports, bluebooks, transcripts, diplomas and other services if I fail to pay any amounts due or break any of my promises under this agreement. TJSJ may bar me from registering for any future semesters until my student account is fully current.

**ACKNOWLEDGMENT** - By attending TJSJ, I acknowledge that I have read this agreement thoroughly, have received my copy and agree to be bound by it. TJSJ may, at its sole option, refuse to accept any modification of this agreement as set forth herein, and specifically disclaims any guarantee or understanding, oral or written, that the student/applicant will be allowed to modify this agreement at any time. I understand that the refund policy is subject to change in accordance with Federal and State regulations and institutional policies.

## APPENDIX II: Thomas Jefferson School of Law Refund Policy (Effective Fall 2014)

A credit of tuition and fees may be granted to a student who reduces his or her course load resulting in a change of program of enrollment (i.e., full-time to part-time or less than part-time or a reduction in units during summer enrollment), or a student who completely withdraws from school (or a semester). Credits are computed based on total semester cost of tuition and fees according to the corresponding percentage scale as listed below.\* All requests for refunds are directed to the Student Finance Office at 619.961.4324 and are subject to the various governing federal, state and institutional policies. The effective date of a schedule change or complete withdrawal, for purposes of calculation of the institutional refund policy, is the date that the Registrar's Office receives *written notice* of the student's withdrawal.

1. For students charged the per unit tuition rate: This schedule applies to individual courses dropped.
2. For students charged the per semester tuition rate: This schedule applies when a student has officially withdrawn from the law school or from all courses for the semester, or when a student has officially withdrawn from some, but not all courses, resulting in a change in the program of enrollment.

The refund is calculated using the amount that represents the difference between the original rate charged and the rate that would have been charged had the student initially registered in fewer, or zero, units at the beginning of the semester. For example, if a student is charged at the per tuition rate and later withdraws from some or all of those units, the refund for the dropped units would be calculated based on the percentage of the units dropped, as indicated in the chart below.

Similarly, if a student drops enough units to change from full-time to part-time enrollment, the amount of the refund will be the percentage (as indicated in the chart below) of the difference between the full-time and part-time per semester tuition rate.

Week	Tuition Credit/Refund
1	100%
2	90%
3	80%
4	70%
5	60%
6	50%
7	40%
8	NO REFUND

See your registration or tuition & finance bulletin for specific dates as they apply to each semester and for any changes to the refund policy. The refund policy is subject to change at any time in order to maintain compliance with Federal and State Regulations and institutional policies. Questions relating to the refund policy should be directed to the Student Finance Office at 619.961.4334.

\* This policy applies to Fall or Spring, 14-week semesters. For the summer session or intersession, please refer to the appropriate registration or tuition & finance bulletin.

### **APPENDIX III: Thomas Jefferson School of Law - Return of Title IV Funds Policy**

When a student completely withdraws during the semester, we are required through federal regulation to determine the student's earned and unearned Title IV aid received for the payment period. According to a specific calculation, the regulation determines how much, if any, of the unearned funds the student and/or the school must return. This regulation governs the federal loan and grant programs, Federal Graduate PLUS loans, and Perkins loans, but does not include the Federal Work-Study Program.

The amount of aid earned for the payment period is calculated on a pro rata basis through the 60 percent point of the semester. This point is determined by comparing the total numbers of days in the term (whether semester or session), to the numbers of days completed as of the official withdrawal date. After the 60 percent point in the term, the student is considered to have earned 100 percent of the Title IV funds. If the amount of funds disbursed to the student is less than the amount earned, the student will be eligible to receive the additional funds. If the amount of funds disbursed to the student were in excess of the amount earned, the school must return all or a portion of the unearned aid according to the federal calculation, regardless of institutional charges incurred. If the school is not required to return all of the excess funds, the student is responsible to return the remaining amount. Note: Any loan funds that the student must return are repaid in accordance with the promissory note.

The official withdrawal date as defined by federal regulations for Title IV Program purposes and used in this calculation will be the earliest of the following dates:

1. The date the student began the institutional withdrawal process (as detailed in Part II.H, above), or
2. The date the student otherwise provided official notification to the Registrar's Office of their intent to withdraw, or
3. If the school determines the student did not begin the withdrawal process or otherwise notify the school of the intent to withdraw due to illness, accident, grievous personal loss, or other circumstances beyond the student's control, the withdrawal date is the date the school determines that the student ceased attendance because of the aforementioned applicable event, or
4. The midpoint of the session, or the last date the student participated in an academically related activity if no official notification was provided to the school.

This policy does not affect the student's institutional charges. The school's refund policy will be used to determine credits, if any, against a student's tuition and fees. As the school is required to return all or part of unearned Title IV aid, it is possible for recipients of federal financial assistance to still owe a substantial outstanding balance to the school after withdrawal, even if their balance had previously been paid in full. See TJSL Refund Policy.

Questions regarding this policy and requests for sample calculations should be directed to the Student Finance Office at 619.961.4324.

## VIII. LIBRARY AND OTHER INFORMATION SERVICES

Most students will spend a significant amount of time using the library. Staff are available to assist students in learning how to find information in the library and in our subscription databases.

### A. Hours

The law library is open seven days a week, except for major holidays. Advance notice will be posted for schedule changes.

Regular hours are:

Monday-Thursday: 7:30 am – 11:00 pm  
Friday: 7:30 am – 10:00 pm  
Saturday-Sunday: 8:00 am – 10:00 pm

### B. Circulation/Reserve Desk

The library circulation/reserve desk is located across from the north entrance to the fourth floor. The following services are provided to students who produce their current, valid Thomas Jefferson School of Law ID cards:

#### 1. Check out:

- a. Circulating books for one month;
- b. CDs and commercially prepared video recordings for three days;
- c. Study aid materials for two days;
- d. The following course reserve materials for three hours:
  - 1) Text books, casebooks and photocopied materials;
  - 2) Audio and video recordings prepared by TJSL faculty;
  - 3) Bar exam materials.

Each student is responsible for all materials that he or she checks out. Fines are imposed for the late return of borrowed materials. See the Law Library User Guide, on the library Website, for fine rules.

2. Find general information about the library and its holdings;
3. Assistance with photocopier problems;
4. Assistance with microform materials and equipment.

### C. Reference Librarians

Our reference librarians (often called public services librarians) are law school graduates and/or have extensive experience in academic law libraries. A librarian is generally available from 7:30 a.m. until 8:00 p.m., Monday through Friday. Librarians staff the

reference desk, which is located at the west end of the circulation/reserve desk, for a limited number of hours. Feel free to visit a librarian in her or his office if no one is at the reference desk. If you are unable to locate a librarian, ask an assistant at the circulation/reserve desk to help you find one.

Public services librarians are the best source to answer questions about how to find information located in the library or about our subscription databases. In particular, public services librarians can:

1. Guide you to sources that may provide answers to classroom questions and research problems;
2. Help you become familiar with the library and how to utilize the wealth of resources found here. Mini research classes are offered each semester;
3. Help you in accessing appropriate online resources and with research strategy in databases such as Lexis, Westlaw, Hein Online, and the Internet;
4. Refer you to outside sources of information and assistance;
5. Help you to locate materials which are not available in the library collection, and attempt to obtain requested materials through interlibrary loan; and
6. Instruct you on the use and organization of microform materials.

#### **D. Bibliographies and Research Guides**

Librarians have prepared class-related bibliographies of library materials and online resource guides for many elective courses. Digitized versions of these guides are available on the library Website under Research Guides.

#### **E. Library Maintenance**

1. Students must re-shelve books when finished so that other students and library patrons may have access to the books.
2. The library is designed to be a collaborative learning environment. Therefore, quiet conversation is permitted in study rooms, and at and around the fourth floor learning center.
3. Although much of the library is designed to be a collaborative learning environment, students should keep conversations to a minimum in the fourth floor open seating areas not adjacent to the learning centers, and in the fourth floor library lobby that leads to the seating. The fifth floor should be silent. Those who continue to create a disturbance after being notified of the violation may be asked to leave the library.
4. Students who bring cell phones into the library should set them on vibrate mode. Phone conversations must take place outside the library.
5. Food and Drink Policy: Food and drink are allowed in the library. We ask that you do not bring in food that is messy, smelly, or noisy when eaten. Individual

snack items are allowed. Drinks must be in a covered container. If you spill, or otherwise see a mess, immediately notify staff. The library reserves the right to interpret this policy on a case-by-case basis.

6. Do not use Post It notes, tape flags or paperclips in library materials, which damage the pages. Library rules prohibit writing, underlining, or otherwise marking in library materials.
7. It is considered to be a serious violation to remove materials from the library without permission, or to vandalize materials. Librarians will impose appropriate sanctions for these violations. Hiding library materials from fellow students is an ethical violation which will be reported to the Ethics Committee.
8. Students must wear appropriate attire including shoes.
9. Students may bring children under the age of 18 into the library only if they are exceptionally well behaved. Parents must accompany their children at all times. If a child is unable to remain quiet, library personnel will ask that the adult remove the child from the library. If parents leave a child alone in any library area, library personnel will attempt to locate them wherever they may be in the law school and ask them to come and supervise the child.
10. Library personnel may not accept telephone, written or oral messages for students. In an emergency, library staff will refer calls to the Registrar's Office so that the student can be located and notified of the emergency.
11. As students leave the library, library personnel may inspect all briefcases, bags, etc., large enough to hold books. Please be prepared to present these items for a visual inspection as you leave.
12. Students should keep wallets or other valuables, including course materials, with them at all times. The library is not responsible for loss or theft of personal belongings.

#### **F. Online Resources and Training**

1. The library offers access to various research databases. Training for these databases is always available by contacting a Reference Librarian.
2. Lexis and Westlaw training is offered to all students, and all students are assigned IDs. The terms of the School's contracts with these providers restrict student use to educational purposes. The term "educational purposes" includes class assignments, research for faculty, moot court, law review and national trial team. Students may not use Westlaw or Lexis for clerking assignments or other employment outside the law school unless specifically authorized by the companies.

#### **G. Study Rooms**

Our study rooms may be used only by TJS� students, TJS� alumni studying for the bar, and TJS� faculty and staff. Study rooms may be used for any academic purpose, including group and individual study. Whiteboard markers and erasers are available at the

circulation/reserve desk, and must be returned when patrons are finished with their room reservation time.

### **Reservations**

1. To reserve a room, go to <http://studyrooms.tjssl.edu> or click the “Study Room Reservation” link on the library homepage at [www.tjssl.edu/library](http://www.tjssl.edu/library).
2. You must use your tjssl.edu email address to make a reservation and reservations must be confirmed by email.
3. Individuals can reserve a maximum of four hours (eight 30-minute time slots) in any given day; the eight 30-minute time slots do NOT need to be consecutive; BUT separate reservations must be made for each non-consecutive time period. Reservations can only be made on the same day as the room use.
4. 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.
5. Reservations are necessary to assure room availability. Rooms may be used without reservation if unoccupied, but users MUST yield the room to someone with a valid reservation.
6. You MUST leave the study room when your reservation ends if it has been reserved by someone else.
7. Upon leaving, students/alumni are required to remove all items brought into a study room and return any chairs brought in to their original location.
8. Do NOT leave personal belongings in study rooms. Belongings left unattended in an unreserved room or after the reservation period are subject to removal by staff. The library assumes no liability for lost or stolen items left in the study rooms or anywhere in the library.
9. Noise MUST be kept to a minimum. Study rooms are not soundproof.
10. Food is allowed as long as it is not messy, smelly, or noisy. Drinks are allowed in spill-proof containers. All trash must be placed in trash/recycling bins.
11. Courtesy and civility in the use and yielding of the rooms to others is required.
12. If the rules set forth above are not followed, your reservation will be deleted by staff and made available to others. Library staff reserves the right to reassign individuals/groups to another room.

### **H. Newspapers, Periodicals and Popular Books Reading Area**

The east area of the fourth floor is reserved for light reading, and contains recent issues of popular periodicals, popular magazines, general and legal newspapers, and popular novels.

**I. Violations of Library Policy**

For the benefit of all members of the law school community, students and alumni are expected to abide by the library's policies and procedures and must accept the consequences if they fail to do so. Students who return library materials late will incur significant fines. If library materials are lost, the responsible patron will be charged for the cost of replacing each item. Sanctions for repeated late returns or other violations of library policies may include temporary suspension of library privileges and/or the suspension of services to the student by the Registrar, Student Finance Office, and Business Office. Patrons may obtain a current statement of library fines by logging in to their patron account on ThomCat.

**J. Notice re: Copyright Infringement**

Students are expected to avoid copyright infringement in the use of library resources or otherwise. Note that any violation of the copyright policy constitutes "Disruption of the Educational Process" under the Student Code of Conduct (see Appendix H). Allegations of disruptions of the educational process may be reported to the Director of Academic Administration or any faculty member for referral to the Associate Dean for Academic Affairs for investigation and discipline in accordance with the Code of Conduct.

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. For more information, please see the website of the U.S. Copyright Office at [www.copyright.gov](http://www.copyright.gov).

**K. Suggestions**

We seek your ideas on how the library can be further improved to meet your academic needs. Please feel free to suggest new titles, procedures, and facility improvements. You may contact the Library Director.

**IX. GENERAL ADMINISTRATIVE POLICIES**

**A. Parking**

Students may purchase parking for the Padres' Parkade at 440 11th Avenue. The vehicle entrance is located on 10th Avenue at J St. There are two parking options at the Parkade. There is an hourly option and a monthly option. Students who park on an hourly basis can park during normal Parkade garage operating hours, except during special events, and must pay the hourly fee. Students who opt-in to the Parkade monthly option may access the garage 24 hours 7 days a week, except during special events.\* Parking is permitted on Levels six through nine only. Students who opt for monthly parking will be given a HID MicroProx sticker that must be affixed to the student's School ID card at all times.



This HID MicroProx tag will allow gate access to the Parkade parking structure. Students must also display their Thomas Jefferson School of Law parking decal on the back windshield of their vehicle at all times when parking in the Parkade. Unauthorized parking will be tracked and may incur penalties up to and including towing at the owner's expense. The speed limit in the Parkade is 5 mph.

\* During the Padres baseball season, Parkade parkers must vacate the garage at least 90 minutes prior to the start of a home game. For example, if there is a Padres game at 7:05 p.m., all vehicles must leave the facility by 5:35 p.m. Failure to leave the Parkade during Padres games will result in additional parking charges according to posted rates.

**B. ID Cards**

All students are required to carry a current Thomas Jefferson ID card while on campus. Student ID cards can be obtained free of charge from the IT Department located on the third floor. Students must keep their ID cards with them while on campus. Students must present their ID cards in order to check out library materials or reserve study rooms. Lost ID cards may be replaced for a \$5.00 fee. Payment should be made to the Business Office. The receipt should then be taken to the IT Department located on the third floor.

**C. Weapon Control**

No weapons will be carried in briefcases or bags or on the person of students while on campus. The mere possession of a weapon on the premises may subject the student to disciplinary action including suspension or dismissal. The School adopts a common definition meaning of the word "weapons:" any device intended for use in fighting or attacking another individual, or for defending oneself from attack. Examples include unguarded blade, firearm, club, or bomb.

**D. Smoking, Eating and Drinking**

The School prohibits smoking or the use of tobacco products within the law school building. Those who elect to smoke or use tobacco products may do so as long as they are at least 20 feet from any door or opening. The City of San Diego prohibits e-cigarettes and vaporizers in the same locations where smoking of cigarettes and other tobacco products is prohibited. Smoking is permitted only at the Park Boulevard side of the building, at the west edge of the building. Receptacles for used butts are available at this location.

No food or drink is permitted in the classrooms unless the instructor has granted permission. In general, most instructors permit beverages in the classroom. For restrictions on food and drink in the library, see Part VIII, Section E. 5.

**E. Children on Campus**

Anyone under 18 must be accompanied by an adult at all times while on campus. Students may not bring minors to class unless they have previously received approval from the Assistant Dean for Student Affairs upon a showing of special circumstances.

**F. Use of Thomas Jefferson School of Law as Address Prohibited**

Students must not use the address or phone number of the School for personal business and communication. Mail received at the School intended for a student will be returned to the sender. Mail for student organizations must be addressed to the organization, not an individual student.

**G. Use of Campus Facilities**

No student may utilize for his or her personal use any campus facility not specifically designated for student use including telephones, computers, typewriters, photocopiers, facsimile machines, etc. Any student found to be using the School's facilities for personal or unauthorized use is subject to disciplinary action.

The law school reserves the right to search all areas of the campus for missing or stolen property.

**H. Change of Address & Phone Number**

Change of address and/or telephone number (home, office, and cellular as applicable), should be updated immediately via MyVillage under MyProfile. Keep in mind that notices from the law school will be sent to your law school email address.

**I. Directory Information**

The School, in compliance with the Family Educational Rights and Privacy Act of 1974, has designated the following items as Directory Information:

Student or Alumnus name, address, telephone number, undergraduate degree, law school degree, date degree awarded, honors earned at the School, business address, business phone and business email.

The School may disclose any of the above listed items without the student's or alumnus' prior written consent, unless the Registrar's Office is notified in writing to the contrary. All other student academic information is considered confidential and will not be released without the student's or alumnus' written permission.

**J. Notification of Rights under FERPA**

Under the Family Educational and Privacy Act of 1974 (FERPA), students have a right to inspect their education records; request the amendment of their education records to ensure that they are not inaccurate, misleading, or otherwise in violation of the student's privacy or other rights; consent to disclosures of personally identifiable information contained in their education records, except to the extent that FERPA authorizes disclosure without consent; and file with the U.S. Department of Education a complaint concerning alleged failures by the school to comply with the requirements of FERPA. Students may send complaints to:

Family Policy Compliance Office  
U.S. Department of Education  
400 Maryland Ave., SW  
Washington, D.C. 20202

Students who wish to view their official records at the School may submit written petitions to the Registrar's Office that identify the record(s) they wish to inspect. If a student seeks to amend a record they believe is inaccurate, they should identify in writing to the Registrar what part of the record they believe should be amended and the rationale for that belief. The School will notify the student of the decision and whether he or she has a right to a hearing regarding the requested amendment.

- K. Notice of Information**  
Important information, including new or revised rules and regulations are published on the School's website or e-mailed to the student's law school e-mail account. All students are held responsible for noting information and following instructions posted, emailed or published.
- L. Suspension of Services**  
Students with outstanding balances at the School will not be eligible to register for the next semester, receive their grades, receive or cause a transcript to be sent, graduate, be certified as a graduate to any bar examination or use other administrative services.
- M. Anti-Discrimination and Anti-Harassment Policies**  
The School is committed to a policy of operating free of improper harassment and discrimination. Please see Appendices E and F of this handbook where the anti-discrimination and anti-harassment policies and procedures are reproduced in full.
- N. Academic Freedom**  
All students of the School are entitled to full freedom in research in academic areas and in the publication of the results, subject to the adequate performance of their obligations to the School. The right to academic freedom is protected by the School administration, which does not attempt to control personal opinion or public expression of opinion. In choosing to exercise this right, it is the responsibility of all students to avoid any action that purports to commit the School to a position on any issue without approval from the Dean. Expressions of opinion must still comply with provisions prohibiting disruption of the educational process and all forms of harassment.
- O. School Property**  
Students who mark or deface the building, furnishings or other school property are subject to dismissal and will be required to reimburse the school for the damage.
- P. Animals on Campus**  
No animals are allowed on campus except certified Service Animals.
- X. GENERAL INFORMATION FOR ALL STUDENTS**
- A. Bottega Americano**  
Bottega Americano is an independent eatery located on the first floor of the building. Bottega Americano offers a full-service restaurant, bar, take-out area, and gourmet retail items to the East Village community. Through an agreement with the School, Bottega Americano is offering TJSL students the option of a meal plan which includes discounts on food purchases. For more information about Bottega Americano, please visit their website: [www.bottegaamericano.com](http://www.bottegaamericano.com).
- B. Disabled Students**  
See Appendix D.  
Inquiries concerning accommodations for students with disabilities should be directed to the Associate Director of Student Affairs.

**C. Lost and Found Articles**

Inquiries regarding lost articles or items found should be directed to the Security Desk located on the first floor.

**D. Housing**

Housing information can be obtained from the Student Affairs Office.

**E. Student Lockers**

Lockers are available for rent for \$20 per semester and are located on the second and third floors. For information contact the Business Office.

**F. Student Lounge and Student Organization Workspace**

The student lounge is located on the fifth floor. The lounge features comfortable seating, and a quiet study area. Additional space is allocated to the SBA, the Law Review, and generally for use by other student organizations. For detailed information contact the Student Affairs Office.

**G. Trolley Passes**

Trolley passes are available at a discounted rate. Monthly Trolley passes are available one week prior to the beginning of a new month and up through the 14<sup>th</sup> day of the new month. The Trolley pass can be purchased from the Business Office during normal business hours.

**H. Voter Registration Forms**

Voter registration forms are available in the Library or can be found online at [www.registertovote.ca.gov](http://www.registertovote.ca.gov).

**XI. RESERVATION OF RIGHTS**

**A.** The School reserves the right to refuse admission to any applicant.

**B.** The School reserves the right to disqualify, discontinue or exclude any student for nonacademic reasons either by means of the appropriate disciplinary committee or by action of the Dean. The Dean retains jurisdiction, which may be concurrent with that of the Ethics Committee, over all matters in which the student must be certified to any bar admissions authority. Those matters include, but are not limited to, violations of trust, certain delinquencies in financial obligations, or any other matter pertaining to an applicant's reputation for honesty, trustworthiness, character, integrity or citizenship.

**C.** The School reserves the right to disqualify or discontinue for academic reasons any student who in the sole judgment of the School should not continue the study of law.

This handbook does not constitute a contract or an offer of a contract between the School and any student or a prospective student. The School reserves the right to change the policies stated in this handbook at any time. This handbook and each subsequent handbook supersedes all previous handbooks and statements of law school policy, and the policies expressed in this handbook and each subsequent handbook will be binding on the student, regardless of any policies stated in any previous handbook or other material received by the student. This handbook and each subsequent handbook are supplemented by the rules and regulations

otherwise communicated to the student. Where conflicts exist between any of these sources, the rule, regulation or policy most recent in time will prevail.

## **XII. APPENDICES**

Note: Business Associations will be a 3 unit course as of Spring 2017.

### **APPENDIX A – Programs of Study**

THOMAS JEFFERSON SCHOOL OF LAW  
PROGRAMS OF STUDY  
FALL ENTERING FULL-TIME 3-YEAR PROGRAM

	<b>Course Title</b>	<b>Units</b>
<b>FALL</b>		
	Civil Procedure I	4
	Contracts I	3
	Lawyering Skills	1
	Legal Writing I	4
	Torts I	3
<b>SPRING</b>		
	Civil Procedure II	2
	Contracts II	3
	Criminal Law	3
	Legal Writing II	3
	Torts II	3
<b>FALL</b>		
	Constitutional Law I	3
	Criminal Procedure	3
	Evidence or Business Associations	3-4
	Professional Responsibility	3
	Property I	3
<b>SPRING</b>		
	Constitutional Law II	3
	Business Associations or Evidence	3-4
	Property II	3
	Electives	
<b>FALL</b>		
	Remedies	3
	Electives	
<b>SPRING</b>		
	Electives	

THOMAS JEFFERSON SCHOOL OF LAW  
PROGRAMS OF STUDY  
FALL ENTERING PART-TIME 4-YEAR PROGRAM – EVENING\*  
(Part-Time students must enroll in sufficient summer classes to meet this requirement)

<b>Course Title</b>	<b>Units</b>
<b>FALL</b>	
Criminal Law	3
Lawyering Skills	1
Legal Writing I	4
Torts I	3
<b>SPRING</b>	
Civil Procedure I	3 or 4**
Contracts I	3
Torts II	3
<b>FALL</b>	
Civil Procedure II	3 or 2**
Contracts II	3
Legal Writing II	3
<b>SPRING</b>	
Constitutional Law I	3
Business Associations	3
Property I	3
<b>FALL</b>	
Evidence	4
Constitutional Law II	3
Property II	3
<b>SPRING</b>	
Criminal Procedure	3
Professional Responsibility	3
Electives	
<b>FALL</b>	
Remedies	3
Electives	
<b>SPRING</b>	
Electives	

\* Part-Time Day students should consult with an Academic Counselor regarding a part-time day program.

\*\*Evening Civil Procedure will shift to a 4 unit – 2 unit sequence as of Spring 2016.

THOMAS JEFFERSON SCHOOL OF LAW  
PROGRAMS OF STUDY  
SPRING ENTERING FULL-TIME 3-YEAR PROGRAM

<b>Course Title</b>	<b>Units</b>
<b>SPRING</b>	
Civil Procedure I	4
Contracts I	3
Lawyering Skills I	1
Legal Writing I	4
Torts I	3
<b>FALL</b>	
Civil Procedure II	2
Contracts II	3
Criminal Law	3
Legal Writing II	3
Torts II	3
<b>SPRING</b>	
Business Associations or Evidence	3-4
Criminal Procedure	3
Property I	3
Electives	
<b>FALL</b>	
Constitutional Law I	3
Evidence or Business Associations	3-4
Professional Responsibility	3
Property II	3
Electives	
<b>SPRING</b>	
Constitutional Law II	3
Remedies	3
Electives	
<b>FALL</b>	
Electives	



THOMAS JEFFERSON SCHOOL OF LAW  
PROGRAMS OF STUDY  
SPRING ENTERING PART-TIME 4-YEAR PROGRAM – EVENING\*  
(Part-Time students must enroll in sufficient summer classes to meet this requirement)

<b>Course Title</b>	<b>Units</b>
<b>SPRING</b>	
Civil Procedure I	3
Contracts I	3
Lawyering Skills	1
Legal Writing I	4
<b>FALL</b>	
Civil Procedure II	3
Contracts II	3
Torts I	3
<b>SPRING</b>	
Legal Writing II	3
Property I	3
Torts II	3
<b>FALL</b>	
Criminal Law	3
Evidence	4
Property II	3
<b>SPRING</b>	
Business Associations	3
Constitutional Law I	3
Criminal Procedure	3
<b>FALL</b>	
Constitutional Law II	3
Professional Responsibility	3
Electives	
<b>SPRING</b>	
Remedies	3
Electives	
<b>FALL</b>	
Electives	

\* Evening section not currently offered as of Spring 2016. Part-Time Day students should consult with an Academic Counselor regarding a part-time day program.

THOMAS JEFFERSON SCHOOL OF LAW  
PROGRAM OF STUDY  
GRADUATES OF FOREIGN LAW SCHOOLS ADMITTED  
AS TRANSFER STUDENTS WITH ADVANCED STANDING\*

<b>Course Title</b>	<b>Units</b>
<b>FALL</b>	
Civil Procedure I	4
Contracts I	3
Lawyering Skills	1
Legal Writing I	4
Torts I	3
<b>SPRING</b>	
Civil Procedure II	2
Contracts II	3
Criminal Law	3
Legal Writing II	3
Torts II	3
<b>SUMMER</b>	
Business Associations, Professional Responsibility, Criminal Procedure Or Evidence	3-4
Externship	4
<b>FALL</b>	
Constitutional Law I	3
Criminal Procedure or Professional Responsibility or Business Assn.	3
Evidence (if not already taken)	3-4
Property I	3
Upper Level Writing Requirement course	2-3
<b>SPRING</b>	
Constitutional Law II	3
Business Associations or Evidence (if not already taken)	3-4
Criminal Procedure or Prof. Responsibility (if not already taken)	3
Property II	3

\* See Appendix C, Part C.

## **APPENDIX B – Co-Curricular Competition Policy & Guidelines**

- A. To the extent the competition falls within the purview of one of our existing teams (Moot Court, National Trial Team, ADR), students who are members of the pertinent organization must be given the first opportunity to participate on the team, provided that the team member also satisfies any other appropriate prerequisites established by the faculty supervisor or the competition rules (e.g., completing courses in certain subject areas, etc.).
- B. To the extent the competition is in an area not covered by our existing teams, or there is insufficient interest among existing team members to fill all of the available slots, the student and/or faculty sponsor(s) of the proposed new team must provide a written application for approval to the Experiential Learning Committee. That application should include each of the following:
1. A description of the relevant competition.
  2. A description of a competitive selection process that will be used to determine membership on the team.
  3. A commitment that all students selected to participate on the team will pledge in writing that they will spend a minimum of 50 hours in preparation for the competition (these hours may include time spent writing a brief or preparing other materials). Students shall verify that they have in fact devoted the requisite number of preparation hours by submitting time sheets to the team's faculty supervisor.
  4. Identification of a faculty supervisor who commits to personal involvement in preparing the team for the competition.

## **ACADEMIC REQUIREMENTS AND PREPARATION PROCESS**

### **Academic Eligibility Requirements**

In order to compete, Petitioners must have earned at least 18 units of credit and be in good academic standing. For moot court competitions, Legal Writing II is also a pre-requisite for participation.

Please note: Team competitors from ADR, Moot Court, or Trial Team will be given selection priority.

### **Preparation Process**

Successful petitioners interested in receiving academic credit must design a course of study and preparation program that satisfies their faculty advisor under the directed study guidelines.

Approval of academic credit will require participants to pledge 50 plus hours of work per each unit of credit and shall be organized through the Student Affairs and Registrar's Offices.

## **STUDENT AND FACULTY RESPONSIBILITIES**

### **Student Responsibilities**

Students competing must have complete familiarity of the competition's rules and the problem.

Students must agree to conduct all the necessary research allowed by the rules, write briefs or other

written materials required by the competition, and submit at least three drafts of the brief to the faculty supervisor (if permitted by rules). Students must submit with the application a detailed schedule of research and writing deadlines and a practice schedule. In addition to working on the written materials, students preparing for a moot court or ADR competition must practice at least six hours per week. Students involved in a mock trial competition must commit to practicing a minimum of four nights a week for three to four hours for at least four weeks before the competition.

Each team must have a designated coach who is responsible for all administrative issues including scheduling practices, making sure all deadlines for drafts and other matters are met, contacting faculty and practitioners to attend practices, coordinating travel arrangements, submitting receipts of competition expenditures and any other administrative matters.

### **Faculty Responsibilities**

A faculty advisor must become familiar with rules of the competition and understand what the competition problem asks students to deliver. A faculty advisor must give feedback on student written and oral materials as permitted by the rules of the competition. Faculty advisors to ADR and moot court teams must attend at least one practice per week during period practices and at least two practices per week for at least four weeks before the competition for mock trial competitions. If the faculty member is unable to attend a practice, the faculty member must make arrangements for other faculty and/or practitioners to give feedback on practices. If at all possible, faculty advisors should plan to travel with the ADR and Moot Court teams (applications that have faculty traveling with them will be given preference). Faculty advising mock trial teams are required to travel with the team. Faculty supervisors may agree to give credit to students per the guidelines of the directed study program.

## **FUNDING**

Committee approval of the application will be subject to a determination that the proposal meets TJSJ's academic standards. Once the committee approves the applications, an administrative determination that funding is available to support the team must be made by the Assistant Dean for Student Affairs. Requests must include a detailed, itemized budget. Unless special circumstances exist, petitioners must budget two persons to a room.

## **SUBMISSION OF REQUEST**

Students making application must submit their requests to the Assistant Dean for Student Affairs no later than October 1<sup>st</sup> of each year. Decisions on submitted applications will be made by October 31<sup>st</sup>.

**CO-CURRICULAR COMPETITION POLICY APPLICATION**  
**General Information:**

Student Organization Name:  
Competition Faculty Advisor:  
Names of Competitors, Units Earned, semester and cumulative GPA:

**Description of the Relevant Competition:**

Name of Competition:  
Date of Competition:  
Website for Competition:  
If no website, please attach competition information.  
Registration Deadline:

**Selection Process for Team Membership:**

Date of Announcement of Opportunity to Compete:  
Describe the Process of the Announcement Distribution that Provided Notice of the Opportunity to Compete:  
Description of Requirements or Criteria Used for the Selection Process:

Please note: Team competitors from ADR, Moot Court, or Trial Team will be given selection priority. Director of ADR and Moot Court, as well as the Trial Team Director must sign below indicating this requirement has been met.

Director Signature (or Email Confirmation) and Date: \_\_\_\_\_

**Faculty Responsibilities:** My signature below indicates that I am familiar with the rules of the competition as well as TJSJ's Competition Policy and Guidelines. I agree to work with the students submitting this application to help prepare them to compete. In order to give students feedback on the written and oral materials submitted to the competition (as permitted by the competition rules), I agree to attend at least one practice per week during period practices. If I cannot personally attend or be available to the students for a practice session, I will help arrange for other faculty and/or practitioners to give feedback on student practices.

\_\_\_\_ I plan to travel with the team.

\_\_\_\_ My time commitments do not permit me to travel with the team.

Faculty Advisor Signature and Date: \_\_\_\_\_

**Funding**

Please attach a budget proposal that details the amount of and use for the funding requested.

**Submission**

Complete applications should be submitted to the Assistant Dean for Student Affairs no later than October 1<sup>st</sup>. Decisions on submitted applications will be made by October 31<sup>st</sup>.

## APPENDIX C – Transfer of Credit Policy

### A. Transfer of Credit: J.D. Program – Exchange, Joint Degree, and Visiting Programs

#### 1. Cooperative Exchange Program with California Western.

Thomas Jefferson students may register for certain elective courses during the fall or spring semesters at California Western School of Law. Available courses are announced shortly before the start of each semester. The program is limited to ten students per semester at each school, and students may enroll through the exchange program in a maximum of one course per semester. Required courses and summer sessions are excluded. Tuition remains payable to Thomas Jefferson School of Law.

For more information on the cooperative exchange program, students should contact the Registrar.

#### 2. Student Exchange Programs with: University of Burgundy (France); Far Eastern National University (Russia); Moscow State University (Russia).

The School has developed student exchange programs with the University of Burgundy School of Law in Dijon, France; and two Russian universities: Far Eastern National University and Moscow State University.

For more information on the student exchange programs, students should contact the Assistant Dean for Student Affairs.

#### 3. JD/MBA Joint Degree Program with the College of Business Administration, San Diego State University.

The School has developed a joint JD/MBA degree program with SDSU. Students enrolled in the joint degree program generally may transfer up to twelve units of credit for coursework undertaken as part of the MBA program toward the JD degree.

For more information on the joint degree program, students should contact the Associate Dean for Academic Affairs.

#### 4. Summer, Intersession, and Visiting Programs Sponsored by Other Law Schools.

In extraordinary circumstances, students in good standing and who have earned at least 29 units of credit for law study at TJSL, may petition to earn up to a maximum of six units through another ABA approved law school, either as part of a summer or intersession program, or as a visiting student. Approval is not automatic; petitions will be granted only in the event a student demonstrates a very compelling justification. Note that petitions to take required courses or elective courses regularly offered at TJSL are rarely granted. Petitions should be submitted to the Associate Dean for Academic Affairs.

Transfer of Credit: For each of the programs described in this section, academic units for grades of 2.0 (or equivalent) and higher are transferable to the School, and will be reflected on the School's transcripts with the designation "CR" rather than the numeric grades received. In the event a student earns a grade below 2.0 (or equivalent) through these programs, the academic units will not transfer to the School, and no designation will appear on the student's school transcript.

**B. Transfer of Credit: J.D. Program - Transfer Students from ABA and CBA Accredited Law Schools**

Once an offer of admission has been made to a transfer applicant, the Director of Academic Administration, in consultation with the Associate Dean for Academic Affairs, evaluates the transfer student's academic transcript to determine the number of credit hours and required courses for which the student will receive credit toward graduation.

Generally, transfer students will receive credit for courses in which the student received a grade equivalent to, or higher than, 2.7 on a 4.0 scale. In no case will a student be permitted to transfer more than 44 units of credit.

We consider students from CBA and ABA accredited law schools. However, with respect to California accredited schools and other non-ABA accredited schools, in no case will a student be permitted to transfer more than 29 units (i.e., one-third of the total credit hours) required by TJSL for graduation. We will consider students for transfer after completion of one full semester at another law school. For more information, please contact the Assistant Dean for Enrollment Management.

Transfer students will be evaluated for dismissal, academic support programs such as the Intensive Curriculum, and similar policies based on the units transferred (and their semester equivalent) and credits attempted at TJSL.

**C. Transfer of Credit: J.D. Program - Graduates of Foreign Law Schools Admitted As Transfer Students with Advanced Standing**

1. General: Graduates of foreign law schools admitted as transfer students with advanced standing may transfer up to 29 units of credit to the JD program at Thomas Jefferson School of Law.
  - a. Once an offer of admission as a transfer student with advanced standing has been made to a graduate of a foreign law school, the Director of Academic Administration, in consultation with the Vice Dean, evaluates the student's academic transcript to determine the number of elective credit hours for which the student will receive credit toward graduation, up to a maximum of 29 units of credit (i.e., one-third of the total credit hours required for graduation).
  - b. To aid in the awarding of transfer credit hours, students shall supply copies of syllabi for all courses for which transfer credit is sought, translated into English (if not already in English), along with a transcript evaluation from World Education Services or LSAC showing the US credit hour equivalent of each course.
2. Unless otherwise indicated, all academic and law school policies apply to graduates of foreign law schools admitted as transfer students based on the units transferred (and their semester equivalent) and credits attempted at TJSL.
3. Academic dismissal: The rules on academic dismissal set forth in Part II.C and II.D are applicable to graduates of foreign law schools admitted as transfer students with advanced standing, with the following modifications:

- a. A student will be notified that he or she is academically dismissed when any of the following events occur:
  - i. The student fails to satisfy any requirement(s) imposed by the Dismissal Review Committee as a condition of being allowed to continue after being eligible for dismissal;
  - ii. At the conclusion of the student's first semester at Thomas Jefferson School of Law, the student has a cumulative GPA below 1.300 in courses graded on the first-year curve;
  - iii. At the conclusion of the student's second semester at Thomas Jefferson School of Law, the student has a cumulative grade point average below 2.000 in:
    1. all courses subject to the first-year curve, including Legal Writing I and II; or
    2. all courses subject to the first-year curve, excluding Legal Writing I and II; or
    3. all courses taken to date.
  - iv. At the conclusion of any semester (not including summer or any intersession) after the student's first two semesters (again not including summer or any intersession) at Thomas Jefferson School of Law, the student has a cumulative grade point average below 2.000 in all courses taken to date.
  - v. At the conclusion of any semester (not including summer or any intersession) after the student's second semester (again not including summer or any intersession) at Thomas Jefferson School of Law, the student has two consecutive semesters with a semester GPA below 2.000.
- b. Satisfactory Academic Progress – A student must consistently make satisfactory academic progress toward achieving a law degree. Satisfactory academic progress includes both a qualitative measure of the student's progress – measured through a cumulative grade point average – and a quantitative measure based on the number of units earned over time.
  - i. To qualify for academic progress, the School sets a maximum time-frame in which a student is expected to graduate. In general, full-time students must earn their degree within five years of when they began their law study, while part-time students must complete theirs in six.
  - ii. Students who transfer in one year's worth of academic credit shall be treated as having completed one year of law study toward the JD degree prior to enrollment at Thomas Jefferson School of Law. Such students must typically complete their degrees in four years (full-time) or five years (part-time) after beginning studies at Thomas Jefferson School of Law.
  - iii. As soon as it is clear that a student will not graduate within this period, the student becomes ineligible for financial aid.
  - iv. Satisfactory academic progress is evaluated both in terms of grades received and units earned over time.
    1. Failure to attain the required semester and cumulative grade point averages specified above will result in academic dismissal.



- v. Unless a student takes an approved leave of absence, failure to complete at least 16 units over each 12 month period beginning with the student's date of matriculation will result in academic dismissal regardless of the student's cumulative grade point average.
4. At-risk program: The rules on the at-risk program set forth in Part II.E and II.F are applicable to graduates of foreign law schools admitted as transfer students with advanced standing. Such students shall be evaluated for the at-risk program at the completion of their first semester at Thomas Jefferson School of Law.
  5. Intensive curriculum: The rules set out in Part II.G shall be applicable to graduates of foreign law schools admitted as transfer students with advanced standing after such students have attempted 25 units of law study at Thomas Jefferson School of Law, graded on the first-year curve.
  6. Leave of absence and voluntary withdrawal: The rules on leave of absence and voluntary withdrawal set forth in Part II.H are applicable to graduates of foreign law schools admitted as transfer students with advanced standing, with the following exceptions and additions:
    - a. Part II.H.1.b shall not apply to graduates of foreign law schools admitted as transfer students with advanced standing; such students may be eligible for a leave of absence during any semester.
  7. Law review: TBA.
  8. Transfer to LL.M. program: Graduates of foreign law schools admitted as transfer students with advanced standing shall be eligible, regardless of GPA, to transfer to the LL.M. program in American Legal Studies at any time.

**D. List of Institutions of Higher Education with which the School has Agreements**

Articulation Agreements:

California Western School of Law

San Diego State University, College of Business Administration (Joint Degree Program)

University of San Diego School of Law

Cooperation Agreements:

Artsakh State University (Armenia)

Far Eastern National University (Russia)

FUNDAÇÃO MINEIRA DE EDUCAÇÃO E CULTURA (FUMEC) (Brazil)

Moscow State University (Russia)

Sistema Educacional Brasileiro (SEB) (Brazil)

University of Burgundy School of Law (Dijon, France)

University of Valencia (Spain)

Zhejiang University Guanghua College of Law (Hangzhou, China)

## **APPENDIX D – Accommodations for Students with Disabilities**

It is the policy of the law school to provide reasonable accommodations to qualified students with documented disabilities. Students whose disabilities may require accommodation must contact the Associate Director of Student Affairs as early as possible. An information packet containing detailed policies and procedures for requesting accommodations is available to students through the Student Affairs Office. Appropriate accommodations and modifications will be worked out on a case-by-case basis with the student and the Associate Director of Student Affairs.

It is the policy of the law school to require appropriate documentation of disabilities supplied by a licensed professional or health care provider. The cost of obtaining a professional evaluation and documentation will be borne by the student. Diagnosis of a documented disability by family members will not be accepted due to professional and ethical considerations even when the family members are otherwise qualified by virtue of training and licensure/certification. It should be noted that all approved accommodations are prospective and no retroactive accommodations are provided. All requests for accommodations must be submitted no later than one month prior to the date the accommodation is requested.

For students with physical disabilities, documentation must:

1. be prepared by a licensed professional or health care provider;
2. state the nature of the disability;
3. describe how the disability affects the student in an academic setting;
4. state the current level of functioning; and
5. supply evidence of a limitation to learning or another major life activity.

For students with learning disabilities, documentation must:

1. be prepared by a licensed professional qualified to diagnose a learning disability, including but not limited to a licensed physician, learning disability specialist, or psychologist;
2. include the testing procedures followed, the instruments used to assess the disability, all test results, and a written interpretation of all test results by the professional (conclusions regarding the disability are not sufficient without the basic testing or diagnostic data);
3. assessment, and any resulting diagnosis, must consist of and be based on a comprehensive assessment battery that does not rely on any one test or subtest;
4. reflect the individual's present level of functioning in the achievement areas of

(where relevant): reading comprehension, reading rate, written expression, writing mechanics and vocabulary, writing, grammar, and spelling;

5. reflect the individual's present level of functioning in the areas of intelligence and processing skills; and
6. reflect the evidence of a substantial limitation to learning or another major life activity.

For students with psychiatric disabilities, documentation must:

1. be diagnosed by a qualified professional with comprehensive training and relevant expertise in differential diagnosis of psychiatric disorders;
2. have appropriate licensure/certification;
3. address the current level of functioning and the need for accommodations;
4. contain historical information based on a diagnostic interview and/or psychological assessment;
5. rule out alternative diagnosis; and
6. reflect the evidence of a substantial limitation to learning or another major life activity.

### **Grievance Procedure**

If the student disagrees with the decision concerning the accommodations to be provided, the student must notify the Assistant Dean for Student Affairs, in writing, no later than ten days after the receipt of the decision. The Assistant Dean for Student Affairs will review the accommodation request and reason for the decision. If circumstances warrant, the Assistant Dean for Student Affairs may do further investigation into the decision, including but not limited to, speaking with the student or asking for additional documentation. The Assistant Dean for Student Affairs will provide a written decision to the student regarding the request for accommodation. If the student remains unsatisfied as to the outcome of the request, the student may appeal the decision of the Assistant Dean for Student Affairs to the Associate Dean for Academic Affairs. The appeal will be conducted on the basis of the documentation which the student has submitted, and the student's written argument in support of his or her appeal. The Associate Dean for Academic Affairs will review the student's appeal as soon as reasonably possible and provide the student with written notification of the decision.

## **APPENDIX E – Anti-Discrimination Policy**

It is the policy of Thomas Jefferson School of Law to afford equal opportunity to all individuals regardless of race, creed, color, religion, sex (including transgender, gender identity and expression), national origin, ancestry, age, marital status, military or veteran status, disability, medical condition, genetic information, sexual orientation, or other characteristic protected by law. Our students, as well as our applicants, employees, and others with whom we do business, will not be subjected to sexual, racial, religious, ethnic, or any other form of unlawful discrimination or harassment. The law school will not condone such conduct, whether committed by an administrator, faculty member, staff person, agent, contractor or student. Nor will it permit discrimination to affect any employment or academic decision.

An exception to our policy of non-discrimination is granted to representatives of the U.S. Department of Defense who discriminate on a basis not permitted by our policy. This exception is made in order to avoid the loss of federal funds that would otherwise be imposed by the 1996 Solomon Amendment.

Thomas Jefferson will not tolerate statements or actions that create a discriminatory or harassing educational environment. Nor will the School tolerate any harassment, discrimination, coercion, threat, intimidation, interference, or other retaliation against students or applicants for making a good faith complaint or assisting in good faith with any investigation. If a student believes that the School's policies prohibiting discrimination, harassment, or retaliation have been violated, he or she is expected to immediately bring the matter to the attention of the Associate Dean for Academic Affairs or the Human Resources Department. Thomas Jefferson will investigate and take appropriate action in response to such complaints. Anyone who violates the policies prohibiting discrimination, harassment, or retaliation will be subject to appropriate disciplinary action, which may include immediate dismissal.

Anyone who feels they have been harassed, retaliated against, pressured, or otherwise dealt with inappropriately because of their knowledge of, or refusal to commit, an unlawful act, must promptly report the behavior to the Associate Dean for Academic Affairs in writing.

## **APPENDIX F –Policy Against Harassment**

Thomas Jefferson is committed to maintaining an academic environment that is free of harassment. The School's policy prohibits not only actions which are severe enough to be unlawful but also conduct and comments which are not severe enough to violate state or federal law, but which are still inappropriate in the educational environment. Thomas Jefferson does not tolerate sexual harassment, or harassment based on pregnancy, childbirth or related medical conditions, race, religious creed, color, national origin or ancestry, physical or mental disability, medical condition, marital status, age, sexual orientation, transgender, gender identity or expression, military or veteran status, genetic characteristics, or any other basis protected by federal, state or local law or ordinance or regulation. The School's policy applies to all persons involved in the School community. Harassment of any student or School employee or any employee of any of its contractors by any student, School employee, or non-employee will not be tolerated.

Conduct prohibited by this policy includes, but is not limited to, the following behavior:

- Verbal conduct, such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations, innuendos, bullying, or comments;
- Visual conduct, such as derogatory and/or sexually-oriented posters, photography, cartoons, drawings, gestures, emails and Internet-accessed images;
- Physical conduct, such as assault, unwanted touching or blocking normal movement because of sex, race or any other protected basis; and
- Threats and demands to submit to sexual requests as a condition of academic benefit, or to avoid some other loss, and offers of academic benefits in return for sexual favors.

If you believe that you have been harassed in violation of this policy, or witness such conduct, you must notify the Associate Dean for Academic Affairs or the Human Resources Department as soon as possible after the incident. The School will promptly conduct an investigation.

If the School determines that a violation of this policy has occurred, appropriate remedial action will be taken. Any employee determined by the School to have violated this policy will be disciplined, up to and including termination. Any student determined by the School to have violated this policy will be disciplined, up to and including dismissal from the School. The School will not retaliate against anyone for filing a complaint and will not tolerate or permit retaliation. No employee or student of the School is exempt from this policy.

## **APPENDIX G – Substance Abuse Policy**

### **I. Statement of Purpose**

Thomas Jefferson School of Law is committed to maintaining the best possible educational and work environment. In order for the School to maintain its high quality education, research and community service, it is essential that each member of the law school community be able to perform to the best of his or her ability. Alcohol and drug abuse in the academic community is detrimental to the maintenance of an effective academic program. Such abuse is also detrimental to the health and safety of our students, faculty, staff and visitors to our campus.

The School is committed to preventing any illegal activity from occurring on its premises. Additionally, the School is a recipient of federal funds and subject to the Drug-free Schools and Communities Act Amendments of 1989 (Public Law 101-26), which requires the school to certify to the Department of Education that it has adopted and implemented a program to prevent the abuse of alcohol and the illicit use of drugs by students and employees.

The abuse of alcohol and drugs is not consistent with the educational aims and goals of the School, and in addition, offers substantial health risks, leading at times to long-term physical and psychological damage, birth defects, and reduction of the ability to perform tasks requiring coordination and concentration. Substance abuse may also lead to criminal sanctions including driver's license revocation, fines, forfeiture of property, imprisonment and suspension from eligibility for federal benefits, including student loans. Law students may be denied admission to practice because of a history of drug or alcohol abuse, or conviction of a crime. For specific information, see Article 2, Offenses Involving Alcohol and Drugs in the California Vehicle Code, the California Uniform Controlled Substance Act, and the Controlled Substances Act and the Anti-Drug Abuse Amendments of 1988 in Title 21 of the United States Code.

### **II. Policy**

It is the policy of the School to maintain a drug-free workplace and educational environment. The use of alcohol on campus is prohibited unless an exception has been granted for a school-sponsored event. The unlawful manufacture, distribution, dispensation, possession, sale, offer to sell, purchase and/or use of controlled substances on campus or at school-sponsored functions is prohibited. In addition, the use of controlled substances or the abuse of alcohol off-campus is prohibited if such use and/or abuse adversely affects the user's ability to perform safely and efficiently while on campus. No member of the law school community is permitted to be on campus while under the influence of alcohol or any controlled substance, nor abuse alcohol at any law school sponsored function. A school-sponsored function includes all student organization activities.

### **III. Sanctions**

Infractions of this policy will be regarded as a basis for disciplinary action, up to and including exclusion from the School, whether the offender be a student or an employee. However, the School recognizes that alcoholism and other substance dependencies are highly complex illnesses, which under many circumstances can be successfully treated. If said infraction of the policy is the result of a substance dependency, the School may require the offender to seek treatment and rehabilitation as a condition of retention in the law school community. The School's emphasis is on rehabilitation, if possible, as a preferable

alternative to exclusion.

**IV. Inspections**

The School retains the right to search and inspect all school-owned property and premises, including common areas used by students, to detect the presence of drugs, controlled substances or alcohol. School-owned property includes, but is not limited to machinery, equipment, furniture, lockers, buildings and vehicles. Additionally, if there is any reasonable cause or suspicion to believe that a member of the School community has illegal or prohibited substances in his/her possession, they may be asked to empty the contents of clothing, pockets, purses, desks, lockers or other containers. As a term and condition of continued enrollment, every student is expected and required to fully cooperate with any search being conducted to detect the presence of drugs or alcohol on School property. Refusal to allow such a search or to relinquish suspected material will be taken into account in making any disciplinary decision.

**V. Rehabilitation**

The School encourages persons who recognize that they have a substance or chemical dependency problem to seek appropriate professional help. While the School does not maintain a program for the treatment and rehabilitation of persons suffering from substance dependence, it can and may refer persons suffering from substance dependency to local programs for treatment and rehabilitation. Some programs are free and some charge for their services. Employees of the School may be able to obtain treatment under their medical insurance. The School will attempt to reasonably accommodate members of the School community who seek treatment and rehabilitation. In some instances, the School may require a person to seek treatment and rehabilitation as a condition of retention or re-admittance to the School community.

## **APPENDIX H – Student Code of Conduct**

The School’s Student Code of Conduct (“Code”) will govern the conduct of all students. It is established to preserve the academic integrity of the school and facilitate an enriched learning environment. Accordingly, the Code presupposes the cooperation and vigilance of all members of the law school community. The following acts are prohibited by students:

### **I. Cheating on Examinations**

Students will not cheat on law school examinations or other forms of testing. Cheating on an examination or a test includes, but is not limited to,

- A. Assisting or receiving the assistance of others while taking a school examination;
- B. Consulting outside materials while taking a law school examination unless authorized by the professor;
- C. Leaving the examination room with any examination materials, including blue books, scantron forms, scratch paper, and examination questions during or upon completion of a law school examination;
- D. Disrupting another student who is taking a law school examination; and
- E. Acting in a manner inconsistent with the examination instructions or the instructions of the administering proctor.

### **II. Unauthorized Assistance**

Except upon prior approval from the professor or an appropriate academic committee, students will not provide or receive assistance from others while preparing written materials or completing class assignments to be submitted for academic credit. Participating in student study groups, discussing practice examinations, and obtaining assistance of library personnel are not of themselves prohibited under this rule, unless explicitly prohibited by the professor.

### **III. Compromising Anonymous Work and Grading**

Students will not intentionally reveal their examination numbers or identities to a professor when submitting anonymous course work. Also, students will not intentionally reveal the examination number or identity of another student. This rule may be modified for specific classes by individual classroom professors who will announce any modification at the beginning of the semester.

### **IV. Plagiarism**

Students will not engage in plagiarism, as defined in Section III.H., above.

### **V. Unauthorized Dual Submission**

Student will not submit the same or substantially the same work for credit in more than one course.



**VI. Providing False Information**

No student will knowingly provide false information in any form to the School or any authorized representative thereof in connection with any matter in which the School has an interest. Examples of acts that constitute providing false information include, but are not limited to:

- A. Using inaccurate information in connection with the law school admission, dismissal, or readmission process;
- B. Misstating a fact in connection with any request or petition submitted to any law school employee;
- C. Misstating a fact in reporting any alleged violation of this Code;
- D. Giving a false statement to an individual or entity investigating any alleged violation of this Code; and
- E. Signing in for another student or otherwise providing false information, on a class attendance roster.

**VII. Disruption of the Educational Process**

Students will not wrongfully interfere with the educational process. Disruptions that wrongfully interfere with the educational process may include, but are not limited to:

- A. Harassment, threats, intimidation, bullying, or any other action, whether on or off campus, that hinders a student from pursuing his or her education at the School, or that hinders any School faculty or staff member from performing his or her functions at the School;
- B. Destruction or misappropriation of school facilities, materials or equipment;
- C. Carrying a weapon, including a firearm, on campus, unless the student is a peace officer and is required to carry the firearm and has received written permission from the Dean to carry the firearm on campus (see Part IX.C); and
- D. Disrupting or impairing the classroom or education environment, including conduct in violation of policies regarding electronic devices, recording classes, or access of Internet and digital content.

## **VIII. Code of Conduct Enforcement**

### **Ethics violations and Disruption of the Educational Process**

Jurisdiction: All alleged violations of Sections I-VI of the Student Code of Conduct relating to ethics violations shall come within the jurisdiction of the Ethics Committee. All alleged violations of Section VII relating to disruption of the educational process shall come with the jurisdiction of the Associate Dean for Academic Affairs. The Associate Dean for Academic Affairs shall have sole discretion to determine whether an alleged violation comes with Sections I-VI or Section VII and shall refer any matters within Sections I-VI to the Ethics Committee.

#### **A. Ethics Violations**

1. **Notification:** Allegations of ethics violations shall be reported to the Director of Academic Administration or any faculty member.
  
2. **Investigation.** Upon receiving notification of a possible ethics violation within Sections I-VI, the Committee Chairperson may, if appropriate, appoint from the committee membership an investigator or investigators whose duty will be to gather relevant information concerning the alleged violation. If no investigators are appointed, the Chairperson will conduct the investigation. As part of the investigation, committee members may communicate with interested parties in order to informally resolve matters relating to the alleged violation.  
After completion of the investigation, the investigator(s) will report all relevant evidence to the Committee. If the Committee finds that no substantial evidence of an ethics violation exists, the Committee shall so report to the Dean. If the Committee finds that substantial evidence of an ethics violation exists and decides to exercise jurisdiction, the Committee may, in its discretion, attempt to resolve the matter informally. If the Committee declines to attempt the matter informally, or if the matter is not resolved informally to the mutual agreement of the Committee and the student, either the Committee, the student, or both, may request a hearing. In the event a hearing is so requested, the student accused of the violation will be informed in writing of the allegations and the hearing date.
  
3. **Hearing.** The hearing will be set no earlier than five (5) business days after the date written notice of allegations is given to the accused student, unless the student waives in writing such notice. The student may be represented by a person of his or her choosing. The Committee may consider such evidence as it deems relevant and credible and will not be bound by the rules of evidence. The student shall have the opportunity to question witnesses and all such questions will be addressed to the Chairperson. The Committee may record the proceedings. The Committee shall determine whether a violation has occurred by a preponderance of the evidence. If the student declines to attend the hearing, the Committee may confer and base its decision on the materials gathered in the investigation and need not conduct a formal hearing including the taking of testimony.

4. **Committee Recommendations.** The Committee shall issue findings, which shall take no particular form, and a recommendation concerning what action, if any, should be taken in connection with the matter. Such recommendations may include, but are not limited to:
  - a. A written reprimand and/or warning, one copy to be sent to the student and one copy to be made a permanent part of the student's file, available for inspection only by request from an admitting authority e.g. the California Committee of Bar Examiners, or by lawful court process.
  - b. Formal administrative probation which will include, in addition to "a" above, a permanent notation on the student's transcript of an "administrative probation."
  - c. Suspension from classes and other TJSJL privileges for one or more semesters.
  - d. Administrative dismissal.

The Committee's findings and recommendations shall be reported to the Dean, who has final authority to issue a decision on the matter. The Dean may accept or reject the Committee's recommendation, in whole or in part. The student or students will be informed of the Dean's decision in writing. Allegations of bias or prejudice regarding the hearing and/or committee recommendation will be reviewed by the Dean. In such cases, the Dean, in his or her sole discretion, may impanel a temporary committee to conduct a new hearing on the alleged ethics violation. The temporary committee will disband after reporting its recommendation on the matter. The Ethics Committee, in its sole discretion, in appropriate circumstances, may publish a record of proceedings and/or advisory opinions.

**B. Disruptions of the Educational Process**

1. **Notification:** Allegations of disruptions of the educational process shall be reported to the Director of Academic Administration or any faculty member.
2. **Investigation.** Upon receiving notification of an allegation of a disruption of the educational process, the Associate Dean for Academic Affairs may refer the matter to the Assistant Dean for Student Affairs or another member of the administration for investigation and informal resolution. If the matter is not resolved informally to the mutual agreement of the Assistant Dean for Student Affairs and the relevant party, either the Assistant Dean or the relevant party may request a hearing. In the event a hearing is so requested, the student accused of the violation will be

informed in writing of the allegations and the hearing date. The hearing procedures and recommendations shall be the same as in Ethics Committee hearings.

## APPENDIX I – Emergency Procedures

### I. Building Fire Evacuation Procedures

Know your escape routes in case of fire. Escape routes are posted between elevators in the stairwells and at numerous locations throughout the building.

Do not in any way impede the work of the firemen. Traffic lanes and sidewalks should be kept free for the fire-fighting equipment. A law school Emergency Response Team (ERT) member will be available in case of any difficulties in keeping these areas free of debris and/or persons.

Note: It must be emphasized that, in all cases pertaining to fire evacuations, the designated Emergency Response Team (ERT) members for each floor are *in charge* and any orders or decisions they issue must be adhered to. Conflicting instructions may result in unnecessary injuries and/or damage to the premises. Do not use the elevators to evacuate.

For emergencies, *e.g.*, an unplanned fire alarm goes off or there is a fire within the building:

- a. The Facilities staff will contact all pertinent agencies. If they are unavailable, call 9-911 from the nearest telephone; no coin is required. All students, faculty and staff should make a note of the location of each fire alarm and fire extinguisher in the building.
- b. Once the alarm has sounded, all students, faculty and staff should proceed as per fire drill instructions.
- c. The Facilities staff will fight the fire using a chemical fire extinguisher until the fire department arrives. (If for any reason, Facilities staff are unavailable, use your best judgment and extinguish fire in the same way.)
- d. In the event of major injuries, first-aid is of primary importance and must be attended to immediately. First-aid and disaster kits are located in almost every area of the campus.

The campus is not fire proof. It is essentially concrete and steel; however, drywall, ceiling tiles, carpeting, furniture, etc. all burn. Our major concern must be to avoid panic. Chances are, if everyone remains calm, the damage and injuries will be minimal.

## **APPENDIX J -- Safety at Thomas Jefferson School of Law**

The campus is not immune to crime. Becoming aware of potential dangers and taking preventative measures will protect you and assist us in keeping the law school a safe and pleasant environment to pursue an education.

The administration makes continual efforts to prevent crime on campus yet your help is needed as well. We firmly believe that a well-informed community is better served and, thus, safer. Please take the time to read this information.

### **Crime Prevention**

It is well recognized that the prevention of crime provides the best measure of protection. Therefore, the School supports an active crime prevention program that works closely with the community to make a safer place to work, live and learn.

All incidents of criminal activity which pose a potential threat to the campus are immediately brought to the attention of the community via email.

The Security Officers' assignment is to function in an "Observe and Report" position. They are unarmed and are *not* law enforcement officers. They will report all irregularities, violations of rules, safety violations and hazards to the administration. They assist in the prevention of crime by patrolling the campus areas as a deterrent to crime and also will escort law school members to their cars at night when requested to do so.

### **Campus Safeguards**

Campus security and personal safety are central issues at the School. Providing security to the campus community is a continuous process of reevaluating existing policies and practices so that they conform to the changing needs of the community.

The administration strives to make the School a safe place to work, live and learn.

### **Campus Facilities Access**

The nature of the studies and research being done at the School requires that the campus be open numerous hours each day. Regardless of the time of day or night, no matter where you are on campus, be alert and aware of your surroundings and exercise good common sense safety precautions as you would elsewhere.

If you park in the Parkade, other parking lots, or on the street, remember to lock your vehicle and consider investing in a steering wheel locking device and/or alarm. Do not leave items of value in a visible area of your car. Use the security escort service at night and learn the emergency procedures. Most important, if you need assistance do not hesitate to ask the security guard. The guard may be contacted via the security desk located on the first floor.

All students, staff and faculty members should be issued identification cards which they may be asked to produce if there is a question about their authorization to be on campus or in a specific area.

### **Keys and Access Codes**

Keys and access codes are provided to individual staff members on a need-to-enter basis as determined by the appropriate supervisor. Lost keys or compromised access codes must be reported immediately to the employee's supervisor and to the Facilities Coordinator.

Keys and access codes should never be loaned to other staff members or students. Any keys which have not been specifically issued to a particular individual will be confiscated. Duplication of the School's keys or release of access codes to an unauthorized person without proper authorization is prohibited and is a misdemeanor.

### **Law School Property**

No property may be removed from the campus without express written permission from the department supervisor. Unauthorized removal of School property from the campus is a violation of the law and violators may be prosecuted.

### **Incident Reporting**

The San Diego Police Department has the primary jurisdiction and responsibility to investigate crimes and provide police services on campus. It is important that all crimes occurring on campus be immediately reported to the Police Department to ensure that appropriate action can be taken.

The School endorses a reporting policy that strongly encourages victims to report all incidents regardless of their nature. Crimes occurring on campus should be reported to security. Any member of the School's staff or faculty is available to assist crime victims, including victims of sexual assault, in notifying law enforcement authorities. Crimes occurring off campus should be immediately reported to the law enforcement agency having proper jurisdiction.

Emergencies requiring police, fire or medical aid can be reported in person or by dialing 911. All calls to 911 that are made from a pay telephone are free. When dialing 911 from any other telephone on campus you must dial 9-911. Incidents should then be reported to Security for proper follow-up.

### **Campus Security Report**

By October 1, of each year, the School will make its annual campus security report available to all enrolled students and current employees through an e-mail to your School e-mail account. The crime report will also be available on the School's website at [www.tjssl.edu](http://www.tjssl.edu). Upon written request, a paper copy of the report will be provided. Students who want this report should ask for it in the financial aid office.

## **APPENDIX K – Title IX Sexual Assault and Harassment Policy**

Thomas Jefferson School of Law is committed to providing an educational and work environment that is free of discrimination, retaliation and harassment including sexual violence. Title IX of the Education Amendments of 1972 (Title IX), prohibits sex discrimination in educational programs and activities (including discrimination against pregnant and parenting students) and includes acts of sexual violence.

The Office of Civil Rights Title IX Resource Guide provides the following definition for sexual violence:

Physical sexual acts perpetrated against a person's will or where a person is incapable of giving consent (e.g., due to the student's age or use of drugs or alcohol, or because an intellectual or other disability prevents the student from having the capacity to give consent).

Consent is the affirmative, continuous, voluntary agreement by both partners engaged in sexual activity. Consent may be revoked at any time. It is each person's responsibility to ensure affirmative, conscious consent is given while engaged in sexual activity. Consent cannot be inferred. An absence of resistance or silence is not the same as affirmative consent.

Any individual who believes she or he has been a victim of sexual harassment, assault, violence, or other sexual misconduct is encouraged to contact the local authorities and should consult with the law school's Title IX Coordinator and may submit a complaint to:

Lisa Ferreira  
Assistant Dean for Student Affairs & Title IX Coordinator  
1155 Island Avenue  
San Diego, CA 92101  
[lisaf@tjssl.edu](mailto:lisaf@tjssl.edu)  
619-961-4202

A student also has the right to file a complaint with the proper authorities in conjunction or separately from the complaint made to the Coordinator.

The Title IX Coordinator is responsible for coordinating the law school's compliance and responsibilities under this amendment. These responsibilities can include:

- Meeting with an individual who believes an incident has occurred.
- Receiving Title IX complaints. An individual has the right to file both a criminal and Title IX complaint.
- Providing interim measures to protect the complainant in the educational setting including measures that restrict or eliminate contact on campus.
- Making sure that all complaints are handled according to policies and standards.
- Investigating or assigning an investigator to oversee the investigative process.
- Providing confidential resources.



- Making recommendations for sanctions if appropriate.

Confidential complaints may be made; however, the reporting party should be aware that this can impact the law school's ability to investigate Title IX claims. When receiving anonymous complaints the following will be considered:

- The source and nature of the information.
- The seriousness of the conduct reported.
- The objectivity and credibility of the report.
- Whether there were others who can be identified or were privy to the alleged violation.
- Whether individuals are willing to pursue the matter.

Amnesty: Because Thomas Jefferson School of Law strongly encourages the reporting of any sexual misconduct, a Complainant or witness will not be held accountable for violations of any law school alcohol or drug policies that may have occurred at the time of, or as a result of the incident, provided that these violations did not endanger others or violate the Student Code of Conduct.

Investigation Process: Upon receipt of a complaint or information of a Title IX violation, the Coordinator will review the information and will either personally investigate or oversee the investigative process. The investigative process will be conducted in an adequate, reliable, impartial, and prompt manner, and will provide the opportunity to the Complainant and Respondent to present witnesses and evidence to the Investigator. The investigative process shall be conducted within 60 days of notice to the Title IX Coordinator. Any cross complaints by the Respondent must be made prior to the completion of the investigative process. Any cross complaint found by the Investigator to be frivolous or filed in bad faith will be considered retaliation against the Complainant who filed the original complaint, and will become a separate violation of this policy. The Investigator shall determine whether any violation of this policy has occurred by a preponderance of the evidence.

The Investigator shall issue findings, which shall take no particular form, and a recommendation concerning what action, if any, should be taken in connection with the matter to the Dean or Dean's designee. Such recommendations may include, but are not limited to:

- a. A written reprimand and/or warning, one copy to be sent to the student and one copy to be made a permanent part of the student's file, available for inspection only by request from an admitting authority, e.g., the California Committee of Bar Examiners, or by a lawful court process.
- b. Formal administrative probation, which will include, in addition to "a" above, a permanent notation on the student's transcript of an "administrative probation."
- c. Suspension from classes and other Thomas Jefferson School of Law privileges for one or more semesters.
- d. Administrative dismissal.

Written notice of the results of the investigation will be sent to the Complainant and the Respondent.

Appeal Process: The Complainant or Respondent can file an appeal with the Dean of the School if she or he believes procedural error occurred or previously unavailable, relevant information should come to light that would significantly impact the outcome of the case or the sanctions were disproportionate to the findings. All such appeals will be resolved within 60 days of the filing.

Protection Against Retaliation: Title IX prohibits retaliation against anyone for filing a complaint and the School will not tolerate or permit retaliation. No employee or student is exempt from this policy. In addition, the law school will take steps to prevent any reoccurrence of a sexual violation and remedy the effects to the complainant or others if appropriate.

Questions regarding Title IX can be addressed to the Title IX Coordinator or the Office of Civil Rights at 1-800-421-3481 or [OCR@ed.gov](mailto:OCR@ed.gov).

## **APPENDIX L – Procedure for Student Complaints Including Those Implicating ABA Standards**

Any student wishing to file a formal complaint including those implicating the law school’s program of legal education and compliance with ABA Standards should follow these procedures:

### **1. Submission of Complaint**

Submit the complaint in writing to the Assistant Dean for Student Affairs. The written complaint must identify the problem alleged in sufficient detail to permit an investigation into the matter, including an explanation of how the matter implicates the law school’s program of legal education and the specific accreditation standard(s) at issue, as applicable. The written complaint must be signed by the student and include the student’s contact information, including name, home and email addresses, and phone number.

### **2. Initial Investigation**

The Assistant Dean for Student Affairs will acknowledge in writing receipt of any complaint received within one week. The Assistant Dean for Student Affairs will initially investigate and attempt to resolve the complaint, if possible, within three weeks. If resolution is not possible, the Assistant Dean for Student Affairs will refer the matter to the appropriate administrator, administrative body, or an administrative official designated by the Dean (“the Dean’s designee”).

### **3. Referral Investigation**

If referral of the complaint is made as referenced above, the administrator, administrative body or Dean’s designee shall attempt to resolve the complaint as soon as possible, but in no event later than three weeks after referral by the Assistant Dean for Student Affairs. Upon completion of the referral investigation of the complaint, the law school will communicate its findings and, if appropriate, any intended actions to the complainant.

### **4. Appeals**

If the complainant is dissatisfied with the outcome or resolution of a referral investigation, the complainant may appeal the decision in writing to the Dean of the law school. Such appeal must be filed within two weeks of communication to the complainant of the findings of the referral investigation. The Dean’s decision will be communicated in writing to the complainant within three weeks of the time the appeal was filed and shall be final.

### **5. Maintenance of Records**

The law school shall maintain a written record of each complaint filed and its resolution in the Office of the Assistant Dean of Student Affairs for a period of eight years from the date of the final resolution of the complaint.

Note: Thomas Jefferson School of Law is accredited by the American Bar Association (“ABA”) 321 North Clark Street, Chicago, IL 60654, 312-988-6738. The ABA Standards for Approval of Law Schools can be accessed on the ABA website, located at this link:

[http://www.americanbar.org/groups/legal\\_education/resources/standards.html](http://www.americanbar.org/groups/legal_education/resources/standards.html).

## **APPENDIX M – Other Procedures for Student Complaints**

Other procedures for student complaints cover higher education such as that offered at Thomas Jefferson School of Law.

An individual may contact the Bureau for Private Postsecondary Education for review of a complaint regarding violation of laws governing the institution's operation. The bureau may be contacted at:

Address:

2535 Capitol Oaks Drive, Suite 400,  
Sacramento, CA 95833

Phone: 916- 431-6924

Fax: 916- 263-1897

Website: <http://www.bppe.ca.gov>

An individual may also contact the U.S. Department of Education related to Federal Student Loans. The Federal Student Aid Ombudsman Group of the U.S. Department of Education is dedicated to helping resolve disputes related to Direct Loans, Federal Family Education Loan (FFEL) Program loans, Guaranteed Student Loans, and Perkins Loans. The Ombudsman Group is a neutral, informal, and confidential resource to help resolve disputes about your federal student loans.

The Ombudsman Group needs your name and Social Security number to locate your student loan account information. Information or materials you share with the Ombudsman Group are disclosed only to parties to the dispute, unless there appears to be imminent risk of serious harm or other criminal activity. You may contact the Ombudsman Group through one of these other methods.

Address:

U.S. Department of Education  
FSA Ombudsman Group  
830 First Street, N.E., Mail Stop 5144  
Washington, DC 20202-5144

Phone: 1-877-557-2575

Fax: 202-275-0549

## **APPENDIX N - Extraordinary Circumstances Petition**

1. A student who believes that an academic policy should not apply because of an extraordinary circumstance may file an Extraordinary Circumstances Petition (a “Petition”) with the Academic Policy Committee.
2. Any such Petition must:
  - a. be made in writing and submitted to the Director of Academic Administration; and
  - b. explain why extraordinary circumstances exist such that the student should not be required to comply with the academic policy in question.
3. No special form is required for the Petition, but petitioners will carry the burden of submitting complete supporting documentation.
4. Students may not use this Petition process to request a change in grades or an exemption from the attendance policy. Grade change and attendance policies are addressed in Part IV, Section F and Part I, Section D, respectively, of the Student Handbook.
5. Petitions will be considered by the Faculty Academic Policy Committee (the “APC”) at its next available opportunity. In rendering a decision on a Petition, the APC will review the Petition, the petitioner’s academic performance to date, supporting documentation provided by the petitioner, and any relevant information provided by faculty or staff. Petitioners will not appear before the APC other than through written petitions.
6. Petitions for exceptions to faculty adopted academic policies are rarely granted. An exception to an academic policy will be granted by the APC only when it is clear from the Petition and other information available to the APC that enforcing the policy would not substantially advance the purpose for which the policy was adopted.
7. The APC’s decision on a Petition will be communicated to the student by the Director of Academic Administration in order to preserve the anonymity of the APC.
8. With respect to the petitioner, the APC’s decision will be final. A student whose petition is denied must comply with the academic policy in question.