

# J.D. STUDENT HANDBOOK

## California Accredited Program

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***Study at, or graduation from, this law school may not qualify a student to take the bar examination or be licensed to practice law in jurisdictions other than California. A student who intends to seek licensure to practice law outside of California at any time during their career should contact the admitting authority for information regarding its education and licensure requirements prior to enrolling at this law school.***

*Thomas Jefferson School of Law is accredited by the WASC Senior College and University Commission (WSCUC), 1001 Marina Village Parkway, Suite 402, Alameda, CA 94501, 510.748.9001.*

This handbook is valid as of August 1, 2022.

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## J.D. STUDENT HANDBOOK

### I. LAW SCHOOL RULES AND REGULATIONS

#### A. Maximum and Minimum Hours Permitted

Full-time students may not take fewer than eleven credit hours or in excess of fifteen credit hours per fall or spring semester, unless approved for good cause. Part-time students may not take fewer than six credit hours or in excess of ten credit hours per fall or spring semester, unless approved for good cause. Neither full-time nor part-time students may take in excess of eight credit hours during the summer session. The summer session has no minimum for purposes of this policy. Intersessions, if offered, may vary in terms of maximum units, which will be announced in the materials for intersession offerings.

#### B. Employment Guidelines 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

All students interested in receiving credit hours or graduation credit for their work in a prior JD program should contact the Associate Dean for Academic Affairs *prior to matriculation*. For more information, please see the Transfer of Credit Policy, contained as Appendix B hereto.

Transfer students should contact the Associate Dean for Academic Affairs to discuss their proposed course of study.

#### D. Attendance and Preparedness

Thomas Jefferson School of Law (the School) requires regular and punctual class attendance. Students are expected to attend all class meetings and other required activities. Students must complete no less than eighty percent of regularly scheduled class hours or other credit-bearing activities. This eighty percent requirement is mandated by the California Bar Examiners based on their determination that this level of classroom attendance is necessary to prepare adequately for the bar exam and the practice of law. Because the Bar Examiners focus is on the amount a time a student is in class, and not the relative merit of a student's reason for being absent, an absence cannot be "excused."

To satisfy this requirement, 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 not present for all or a substantial part of a scheduled class session (including missed classes prior to adding a course to a student's schedule), 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; the student's course grade may also be lowered. Students are responsible for understanding their instructors' unpreparedness notification policies, which generally appear in course syllabi or are announced by instructors at the outset of their courses (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.

Individual professors may, in their discretion, determine that other factors are relevant to attendance including but not limited to attendance at writing conferences or submission of assignments during a class session. Professors may also take attendance into account in class participation scores, as applicable.

- 2. Students participating in credit-bearing externships, clinics, and other non-classroom work must complete the required hours to earn credit (50 hours/unit) as well as comply with the attendance policy for any companion classroom work.
- 3. Students are expected to attend all class meetings.

A student who violates the attendance policy will be automatically withdrawn from the class and receive a grade of W.

The following chart indicates the number of absences that students may accrue for emergencies or health reasons, prior to being withdrawn from the class.

**Permitted Absences**

	<b>One Class Session Per Week</b>	<b>Two Class Sessions Per Week</b>	<b>Three Class Sessions Per Week</b>
<b>Fall or Spring Semester</b>	Two absences	Four absences	Six absences
<b>Summer Term</b>	One absence	Two absences	

**Intersession:** absences are not permitted during intersession courses under any circumstances.

**Competitions and Other Law School Obligations:** Absences for a conflicting law school reason, such as a competition, do count toward the permitted number of absences.

4. Withdrawal may result in delayed graduation or other adverse consequences. See Part II, Section F. Grade penalties may be applied for absences at the discretion of the instructor.

**E. Electronic Devices in Class**

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 may be used only with the permission of the professor.

**F. Recording Classes**

All classes are subject to audio and video recording without further notice to students. Classes at Thomas Jefferson School of Law are recorded for the benefit of the School and its students only. Classes may be recorded by students only if the professor expressly grants permission or as may be required to accommodate a disability as authorized by the School. Professors may limit and place restrictions on the use of any such allowed recordings. Any unauthorized recording or use violates the School's Student Code of Conduct and constitutes grounds for sanctions up to and including dismissal from the School.

**G. Internet and Digital Content**

Student use of the internet or accessing of digital content not related to the class during a class session is presumed unauthorized. This includes, *inter alia*, websites (e.g., social media, weather, news, and sports) and photos, videos, or other material stored on a student's computer or in the cloud. Use of the internet and viewing of digital content during class may be permitted at the discretion of the professor, but is strictly limited to permitted uses. Any unauthorized use of the internet or viewing digital content during class violates the School's Student Code of Conduct and constitutes grounds for sanctions up to and including dismissal from the School.

**H. Character and Fitness**

Students have a continuing obligation to report to the School matters that may reflect upon their character and fitness ("moral character") 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 Director of Student Affairs. Disclosures should contain detailed information that includes date, narrative of the incident, resolution, and in the instance of a late report, why it is being reported at that time.

Students with potential moral character issues should review the Committee of Bar Examiners of the State Bar of California website for filing information. In particular, students should

consider the importance of rehabilitation, remorse, and taking responsibility for past misconduct. More information can be found at <http://www.calbar.ca.gov/Admissions/Moral-Character>.

## **II. STANDING, STATUS, AND RELATED ISSUES**

### **A. Good Academic Standing**

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 student has completed one semester (fall or spring) of law school, has a cumulative or term Grade Point Average (GPA) of less than 2.000, but is eligible to continue beyond the first semester under Section C below;
2. A part-time student has completed two part-time semesters (fall and/or spring) of law school, has a cumulative or term Grade Point Average (GPA) of less than 2.000, but is eligible to continue beyond the first semester under Section C below;
3. The Dismissal Review Committee imposes probation for the upcoming semester as a condition of continuing in law school after being subject to academic dismissal;
4. A full-time student (after completing their second full-time semester [fall or spring]) or part-time student (after completing their third part-time semester [fall or spring]) – regardless of cumulative GPA – received a semester GPA below 2.000 in the preceding fall or spring semester.
5. Note: a student who is on probation for two consecutive semesters (fall - spring or spring – fall or two consecutive fall or spring semesters if the student took a leave of absence) must achieve good standing by the conclusion of the second fall or spring semester or the student will be dismissed.

### **C. Academic Dismissal**

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 student's first fall or spring semester.

A student will be notified that the student 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; or
  - b. all courses taken to that point.
4. At the conclusion of any fall or spring semester after those referred to in C.3, the student has a cumulative grade point average below 2.000 in all courses taken to that point.
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. Note: a full-time student's second semester and a part-time student's third semester is included in determining whether a student has two consecutive semesters with a semester GPA below 2.000.
6. After the conclusion of two consecutive semesters on probation, without achieving good standing. Note that this category is mandatory, and students falling under it may not petition to remain in school.
7. 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 – and part-time students must earn their degree within six years – of the date on which they first matriculated in a JD program from which they are receiving units toward graduation.
  - b. As soon as it is clear that a student cannot graduate within the permitted 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 earn at least 16 units over each 12-month period beginning with the student's

date of matriculation at the School will result in academic dismissal regardless of the student's cumulative grade point average. The minimum grade point to earn units in any class is 0.8.

#### **D. Special Circumstances Petition**

1. Any student who is notified that they have been deemed subject to academic dismissal may file a Special Circumstances Petition within the time period specified in the notice. Note that if after the conclusion of two consecutive semesters on probation a student has not achieved good standing, the student may not petition to remain in school and must be dismissed.
2. A Special Circumstances Petition must:
  - a. be submitted, in writing, 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 the student 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. Students who file a special circumstances petition must continue to attend classes while their petition is being considered. Any missed classes will count toward the 80% absence limit.
5. 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 documents attached to the student's petition, in determining whether the student may continue in law school.
6. 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.
7. 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 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.

8. 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.

**E. Academic Support**

When a student is placed on probation, the School will notify the student and provide advice and resources for returning to good standing.

When a part-time student has a cumulative GPA below 2.00 after their first semester (fall or spring), the School will contact the student to provide advice regarding academic success.

**F. Leaves of Absence and Voluntary Withdrawal**

1. Leaves of Absence

- a. After completing their first fall or spring semester, a student may seek a leave of absence if the student is not subject to dismissal. An eligible student may request a leave of absence for one semester by submitting a written petition with supporting documentation to the Director of 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 fall or spring semester for which leave is sought.
- b. If a student is unable to remain enrolled in school due to pregnancy, the student may be able to satisfy alternate requirements. In such a case, the student should contact the Director of Student Affairs to determine eligibility for a leave of absence.
- c. A student who has not completed one semester at the 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 Director of Student Affairs prior to withdrawing from the 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 they have considered all the Financial Assistance Programs available to them.

- c. Students who wish to withdraw must notify the Registrar in writing (see below re: Refund Policy). See VII.C below.
  - 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 the School (see below II.G.).
3. Partial Withdrawal
- a. After a student has attempted at least 27 units and has been reviewed on the first-year curve under Part II.C.3, a student may withdraw from a course at any time before the start of the first final exam during that semester's exam period by submitting a change of schedule form to the Registrar's Office. Note that withdrawal from certain courses requiring group work (e.g., trial practice) or client representation (e.g. a clinic) is extremely problematic (see Part IV.B regarding withdrawal notation).
  - b. A student who has not attempted at least 27 units and has not been reviewed on the first-year curve under Part II.C.3 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 courses in which the student is enrolled for that semester.
    - 4) The Director of Student Affairs must approve a change from the full-time program to the part-time program. A student who wishes to transfer programs should also discuss the appropriate course schedule with the Director of Student Affairs.
  - c. A student who withdraws from any first-year course without permission may be administratively withdrawn from all courses.
4. Any student who withdraws from a class during that term's final exam period will receive an AF (Automatic Fail, calculated as 0.0) or NC (No Credit) in a non-numerically graded class if the Registrar is not notified in writing of the intent to withdraw before the start of the first final exam during that term's exam period, unless approval is granted in extraordinary circumstances by the Director of Student Affairs.
5. For purposes of calculating a refund under the School's institutional refund policy, the effective date of withdrawal is the date a written request is received in the Registrar's Office. See Part VII.C-D Refund Policy (Financial Appendix II) and Return of Title IV Funds (Financial Appendix III).

6. Any balance due on a student account becomes due in full upon withdrawal.
7. 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 and at the time of withdrawal, petition the Business Office for a Dean's Credit to be applied the next time that the student accrues a tuition charge.

**G. Readmission**

1. Individuals who are readmitted after withdrawal or dismissal must re-start their law school career. A student's prior transcript will remain part of that student's record. Unless otherwise indicated at the time of readmission, the School will not grant credit for the previous classes and units. If the School grants credit for any prior units or graduation requirements, the student will be notified at the time of readmission. If the School grants credit for prior units, the units will show on the transcript as CR for Credit rather than a grade.
2. **Readmission After Withdrawal**  
Prior to a voluntary withdrawal from the School, students should review the above provisions on leaves of absence and consult with the Director of 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. Pre-Examination Procedures**

1. All students should download Exemplify and Examsoft, the programs that the law school uses to administer examinations and distribute examination results. Information on minimum system requirements and how to download can be found [HERE](#).
2. Practice exams are available, enabling students to develop a level of comfort with Exemplify before taking their graded first exam.
3. Prior to final exams, the School makes available full-length practice exams on Exemplify for all first-year bar-tested courses and many upper-level bar-tested courses as well. Upon completion of the practice exam, students will receive answers so that they can assess their work. Students are encouraged to use these practice exams to test their knowledge of the substantive material from their classes, hone their test-taking skills, and gain a greater facility with Exemplify.

#### **B. Anonymous Grading**

1. In order to preserve anonymity in examination grading, every student is assigned a different exam number each semester or session. Students must use the exam number 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 obtained by (i) viewing it on MyVillage; or (ii) presenting the student's ID to the Registrar's Office.
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.

#### **C. 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, Contracts, Criminal Law, Professional Responsibility, or Torts, the examination must count for not less than ten percent and not more than twenty-five percent of the final course grade.

**3. Re-Scheduling Midterms**

If an emergency arises necessitating the re-scheduling of a midterm exam, a student should send an email to [academics@tjssl.edu](mailto:academics@tjssl.edu) requesting that the exam be re-scheduled as soon as possible. The email should include all necessary documentation to demonstrate the emergency circumstances necessitating rescheduling. In general, re-scheduled midterms must be taken as soon as possible after the regularly scheduled time, typically within 24 hours. Midterms may *not* be re-scheduled at a time earlier than the scheduled time.

Students generally may not re-schedule a midterm for non-emergency reasons.

**4. Waiver**

In the event that a student fails to take or timely reschedule a midterm examination for emergency reasons, the student must submit a petition to the Director of Academic Administration at [academics@tjssl.edu](mailto:academics@tjssl.edu) 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 and a grade of zero for the midterm will be incorporated into the student's final grade calculation.

**D. Other Required Testing**

**1. Scheduling**

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

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

If an emergency arises necessitating the re-scheduling or waiver of a non-midterm graded test, a student should follow the procedure set forth in B.3. above.

Students generally may not re-schedule a non-midterm test for non-emergency reasons.

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 request to reschedule or waive the test, or upon denial of such request, the student will receive no credit for the test .

## **E. Final Examinations**

### **1. Scheduling**

- a. Final examinations are generally *not* at the same day and time as the class being tested. Note that both day and evening classes may have a final examination on a night or weekend day. But evening classes will generally not be tested prior to 6:00pm on a weekday.
- 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. Rescheduled 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 or comparable experiences, if offered, will not be considered a conflict.
  - iii. Questions or concerns regarding possible conflicts in an exam schedule should be immediately raised via e-mail to [academics@tjsl.edu](mailto:academics@tjsl.edu).

### **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. Any student who believes they must miss a final exam due to an emergency or

extraordinary circumstances should immediately contact the Director of Academic Administration at [academics@tjssl.edu](mailto:academics@tjssl.edu) to petition to reschedule an exam, providing all documents necessary to demonstrate the emergency or extraordinary circumstance. If a petition to reschedule an exam is granted, the exam must typically be taken within 24 hours after the regularly scheduled exam. Under no circumstances will a final exam be re-scheduled for a time before the regularly scheduled time.

Students generally will not be allowed to reschedule a final exam for reasons other than emergencies or extraordinary circumstances.

- b. Any student who, without permission, fails to take any regularly scheduled or rescheduled final examination will receive a score of zero for the final exam, unless the student has been granted an Incomplete in the course. See D.5 below regarding “Incompletes.”

#### **4. Withdrawal**

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

#### **5. Incompletes**

In the event that a student is unable to take or timely reschedule a final exam due to an emergency or extraordinary circumstances, the student may petition to receive an Incomplete for the course by emailing [academics@tjssl.edu](mailto:academics@tjssl.edu).

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 an exam course.) 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 the course is offered or the Incomplete will convert to a Withdrawal.

Note: For courses where the final exam is worth less than 50 percent of the final grade, the student’s already-completed course work may be factored in along with the score on the make-up final exam to determine the final grade in the course, as determined by the Associate Dean for Academic Affairs.

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

The School allows students to review their examinations and papers. The schedule for exam review will be announced by the Academics Department by email. Questions regarding exam review sessions should be directed to the Academics Department at [academics@tjssl.edu](mailto:academics@tjssl.edu).

Students are encouraged to review their examinations in conjunction with any issue analyses or sample answers provided by their professors. This self-assessment process helps students identify ways that they can improve their examination performance. Students may also consult with their professors after the completion of a course to pinpoint problem areas and strategies for improvement.

Note that professors cannot change grades after they are posted. See below Part IV.E.

## **F. Examination Rules**

### **1. Time Allotment**

- a. Examination sessions will begin promptly at the scheduled time. The exam-taking software will stop the student from continuing to write the exam when time runs out.
- b. Students are required to enter their exam password when directed by the exam proctor.
- c. Students may not begin outlining or delay entering their exam password for any reason other than technical issues.
- d. Students arriving late will *not* be given additional time.
- e. Students arriving late must immediately report to the Academics Office and will take the examination in an alternate room.

### **2. Computers**

All examinations are administered electronically. Students must download the necessary software and update it as directed by the Academics Department. For more information, please visit [www.examssoft.com](http://www.examssoft.com).

Students must ensure that they have a compatible device on which to take the exam. Devices used to take an exam must have the necessary software installed and exams downloaded in advance of the scheduled exam time. Mock examinations will be provided to enable students to test their equipment.

In the event of a computer hardware malfunction and/or testing software malfunction during an examination, the student should shut down their computer and report to the IT Help Desk. The student will then be directed to an alternate room to complete the examination once the issue is resolved.

### **3. Scratch Paper**

Scratch paper will be provided to students at each examination. Students may *not* bring

their own scratch paper. Students are not permitted to write on the provided scratch paper prior to the start of the exam, this includes outlining or any other notes intended for use during an exam. Exams begin once a student has entered the exam password to initiate their exam. All scratch paper must be turned in at the conclusion of the exam period, whether or not the student wrote on it.

**4. Eating, Drinking and Smoking**

Eating, drinking and smoking – except for a water bottle -- are prohibited in the classrooms during examinations. Persons who require food or drink during the examination for medical reasons should petition the Director of Student Affairs at least 7 days in advance of the exam and include all documents necessary to support the medical reason.

**5. Timers, Calculators and Electronic Devices**

Except for computers used to take an exam with appropriate software, which display the time remaining, a student may not possess any other electronic device while taking the exam unless a professor explicitly authorizes students to use another device.

**6. Other Personal Effects**

At an examination, a student may possess pencils, pens, a water bottle, non-audio receiving/transmitting earplugs, and the device on which they will take the exam.

All other personal property must be placed in the front of the examination room, including wearable technology such as a smart watch or ear buds capable of producing or receiving audio.

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

- a. One student at a time may sign out of the exam room to use the restroom, indicating the time at which they signed out. Returning students must sign back in, indicating the time at which they returned. Rest room breaks are *not* permitted during the final 10 minutes of the exam.
- b. If a student has to leave the room during the examination to use the restroom, the student may not (i) leave the floor on which they are taking the examination; (ii) take anything – including scratch paper – from the examination room; or (iii) consult any materials, speak with anyone about the exam, or use any communication or research technology during a restroom break.
- c. If any exam materials are removed from the exam room, the incident must be reported immediately to the Director of Academic Administration.

**8. Telephone Use**

The use of a telephone during examinations is prohibited, even during a restroom break. If the School receives notice of an emergency situation involving a student who is taking an exam, the School will promptly notify the affected student.

**9. Illness**

A student who is unable to take an examination because of illness must notify the

Director of Academic Administration prior to the start of the exam. Such a student must provide medical documentation confirming that the student is unable to take the examination. If medical documentation is not provided, the student will receive a score of zero for the exam.

If a student who begins an examination becomes too ill to complete it, the student should shut down their computer, gather any scratch paper, and notify the hall proctor.

A student who fails to take an examination will receive a zero score, and a student who fails to complete an examination will receive the grade awarded by the professor despite the incomplete nature of the exam, unless the student petitions for (i) a waiver (for a midterm examination or other in-semester required testing) or (ii) an Incomplete (for a final examination). See applicable sections above waivers and Incomplete grades.

**10. Cheating**

Cheating in any form violates of the Student Code of Conduct and is subject to appropriate discipline by the Ethics Committee through sanctions, including expulsion from the 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. For further information see Appendix G herein.

**11. Post-Examination Procedure**

After completing an examination a student must remain in their seat until they receive notice from Examsoft that their examination has uploaded. Once the student receives this notice, they must show the proctor or hall monitor their computer screen before leaving the law school.

**12. Inappropriate Behavior During an Exam**

- a. Students must refrain from discussing the examination, talking, or making unnecessary noise at any time while the examination is in session.
- b. Inappropriate behavior by a student during an exam, including disregarding a proctor's instructions, failing to follow examination rules, or disrupting other students taking the exam will be reported to the Ethics Committee for appropriate disciplinary action.

**G. Examinations for Students with Disabilities**

Any student with a disability who wishes an accommodation related to schedules or procedures for any examinations or other graded assignment must contact the Director of Student Affairs to request an accommodation. The request along with appropriate documentation must be submitted no later than one month prior to the student's scheduled examination or due date of a graded assignment. It is the student's responsibility to submit a timely request with appropriate documentation. See Appendix C for further information.

## **H. Papers in Lieu of Examinations**

Instructors have the discretion in approved courses 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. If a student has any questions about paper writing procedures, including whether to use their name or exam number, they should contact their professor.

## **I. Plagiarism**

Plagiarism whether intentional or unintentional violates the School's ethical standards and will subject a student to appropriate discipline. Plagiarism means using the ideas or words of another without crediting the source whether or not specific words are copied.

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 party and regardless of whether specific words are copied. Students are prohibited from using artificially generated text, such as chatbots and other technology.

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, block quotes, 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 a student is unsure, the student should ask the instructor. Note: If graded midterm examinations are given in Civil Procedure, Contracts, Criminal Law, Professional Responsibility, or Torts, the examination must count for not less than ten percent and not more than twenty-five 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 a student is unsure, the student should 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. 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. 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:

- AF = Automatic Failure. AFs are given to students who withdraw from a course during the final exam period. AFs 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 course requirements other than a final exam. For good cause shown, students may petition the Associate Dean for Academic Affairs for additional time. For more information, see the Director of Academic Administration.
- W = Withdrawn. After attempting 27 units and being reviewed as a first-year student under Part II.C.3, students may withdraw from a course at any time before the start of final exam period for that semester by submitting a change of schedule form to the Registrar's Office; see Part II, Section F. A "W" will not be recorded on the transcript when a student withdraws from a class by the end of week six of a fall or spring semester (or week three during the summer session). The only exception is for team-based courses (such as Trial Practice and Advanced Trial Advocacy) or client representation courses such as a clinic. 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:

**Classes on the First-Year Curve**

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%

**Classes on the Upper-Level Curve**

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 Foundation Courses will be considered first-year courses, regardless of when the courses are taken: Civil Procedure, Contracts, Criminal Law, Legal Writing I & II, Professional Responsibility, and Torts. All other courses, regardless of when taken, will be considered upper-level courses. See also Part VI.A.1.c.

**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, but are not required, to combine the sections in applying the grading curve.

#### **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 a waiver from the Associate Dean for Academic Affairs permitting the professor 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**

#### **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. Students who receive failing grades in first-year or upper-level required courses may be required to repeat those courses (see D.2 below for Repeat Policy). A student who repeats a course will receive a new grade that will appear on their transcript along with their original grade, but only the new grade will be calculated into the student's GPA. A student may earn units for a course only once. Students receive no credit for, and thus must repeat, any required course in which they receive a grade below 0.8.

For elective courses, any grade below 0.8 is defined as a failing grade. Although students are not required to repeat elective courses that they fail, they will receive no units toward graduation.

#### **2. Repeat Policy**

Students who receive failing grades in a required course may be required to repeat the course.

- a. Students must repeat Professional Responsibility until they achieve a passing grade.
- b. Students may, but are not required to, repeat any other required course in which they receive a course grade between 0.8 and 2.9. Students may register, or be registered, to repeat only in sections that have space available after all other students have had an opportunity to register for classes.
- c. If a student receives a failing grade lower than 0.8 in a required course, the student must repeat that course in order to fulfill the graduation requirement.
- d. In order to graduate, students must:
  - (i) pass Professional Responsibility and all but two of the other required courses;
  - (ii) obtain a passing grade in courses providing a minimum of 6 credits for course work designed to teach practice-based skills and competency training. These courses include Legal Writing I and Legal Writing II as well as any elective designated a practice skills course (see below).

**3. Additional Rules Regarding Repeated Courses**

Courses may not be repeated until after a student first attempts more than 27 units and after the student has been reviewed under Part II.C.3. In calculating a student’s cumulative GPA, the original course grade will be replaced by the grade in the repeated class. However, the credit hours will be credited only once toward the credit hours required for graduation.

A student may be placed on probation or subject to dismissal based on the original grades in courses that the student may repeat if allowed to continue. See Part II.B – C.

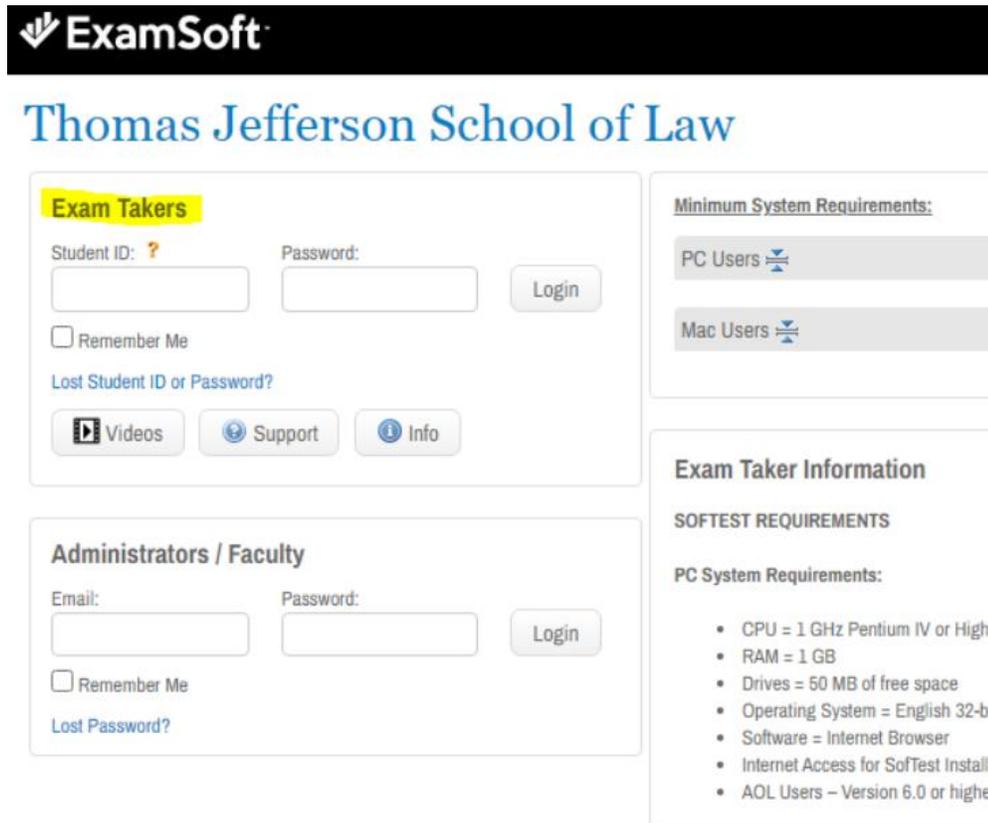
**E. Review of Exams and Grades**

1. Students may review graded assignments.

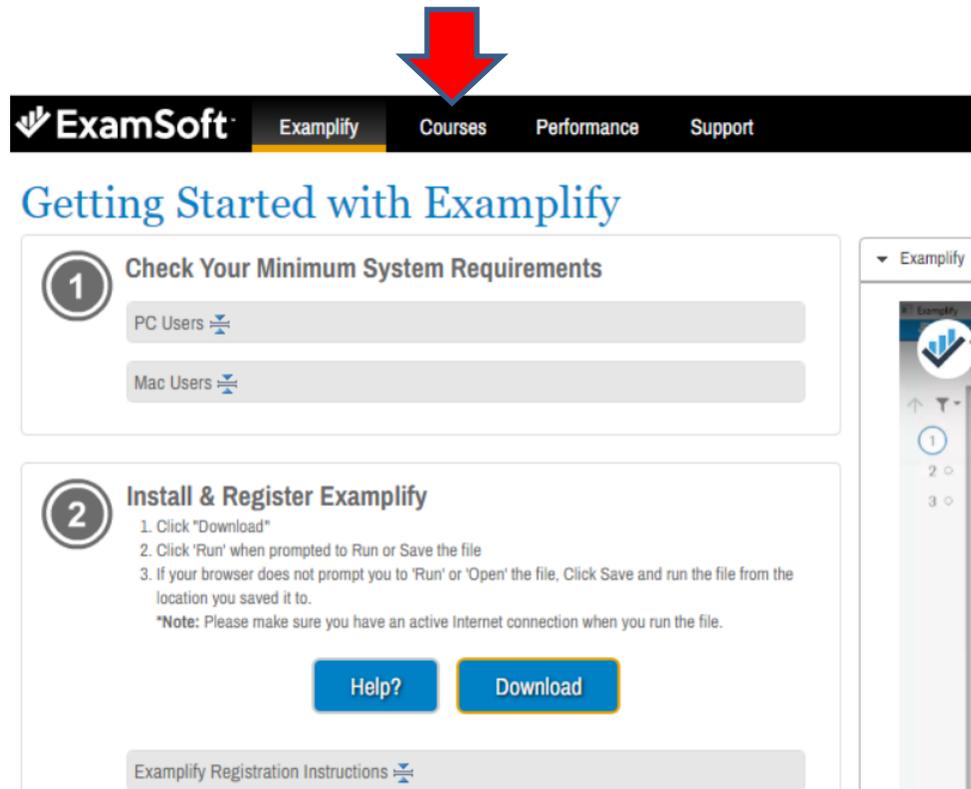
For any graded event administered on ExamSoft, a student may review their raw scores; the rationales and issue analyses when provided by their professors; and any comments recorded in ExamSoft by their professor. This information is released shortly after midterms and/or final grades are issued.

To view exam results, follow the steps below:

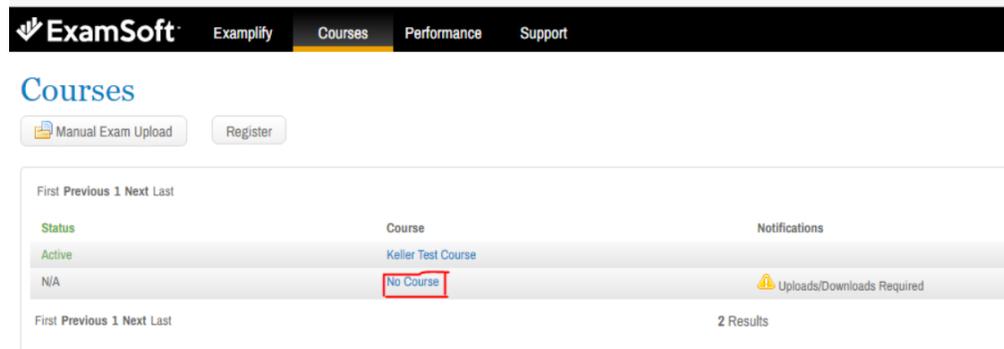
1. Log into ExamSoft.



2. Click “Courses”



3. Select the relevant course under “Course”



4. Locate the exam you’ve completed and click the corresponding “View Results.”

Professors may make comments directly on examinations or provide comments separately. In these cases, students may pick up any material made available by their professor in the Academics Department.

The release of multiple choice questions is prohibited unless specifically requested and/or approved by a professor. Professors may review these questions in class. If a professor does not review multiple choice questions in class, the Academics

Department will announce multiple choice exam review sessions, and students may RSVP identifying the exam(s) they wish to review.

2. Grade Review

- a. Grades will be available to students via MyVillage. Grades in MyVillage are considered official when the Registrar's Office notifies students via email that the grades are final.
- b. 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 or calculation error was made.
- c. A student who believes they have credible evidence that an examination or course grade resulted from a clerical or calculation error, unfairness or a clear departure from grading policy may appeal to the Grade Review Committee.
- d. The Grade Review Committee will consist of three members of the faculty. In the event that a student is seeking review of a grade submitted by a member of the Committee, another faculty member(s) will be appointed by the Dean or Associate Dean for Academic Affairs.
- e. The Grade Review Committee will authorize the Registrar to change a grade only if the student has put forth in writing clear and convincing evidence justifying a grade change due to unfairness (meaning grading the student on a basis other than their performance) or a clear departure from grading policy (meaning a written policy in the class syllabus or JD Student Handbook). The Committee will not exercise its own subjective judgment to qualitatively re-assess the course or examination grade.
- f. Process:
  - i. Prior to filing a petition with the Grade Review Committee, the student must review the graded materials and seek feedback from the professor to resolve the student's grading concern. The student must provide the professor with a written explanation of the student's grading concern.
  - ii. If the concern is not resolved at that point, the student may petition the Grade Review Committee via email within fourteen days of the examination or course grade and its related materials (e.g., the essay exam answer) being made available to the student. The student must (a) clearly state the basis for the written petition, fully explaining the unfairness or departure from grading policies that is claimed, and (b) present clear and convincing evidence in support of a claim that an examination or course grade resulted

from unfairness or a clear departure from grading policy to the Grade Review Committee.

iii. The Grade Review Committee will consider that petition within fourteen days of receipt of the petition. By the fourteenth day, the Committee will notify the student via email of its decision on the petition or of the need for additional time (a maximum of an additional two weeks) to consider the petition. The decision of the Committee will be final.

**F. 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>
Criminal Law	3	3	3.0	9.00
Legal Writing I	3	3	3.3	9.90
Evidence	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 the School and for which the student has received a numerical grade.

**G. Semester Honors (Effective Fall 2022)**

***Distinguished Honor Roll***

*1L Distinguished Honor Roll* - Students who are designated as 1L students (see Class Ranks below) will be awarded Distinguished Honor Roll if they achieve a term GPA of 3.400-4.300 in a given Fall or Spring semester or summer session and complete at least 2 numerically graded courses during that semester or session.

*Upper Level Distinguished Honor Roll* - Students who are designated as 2L or 3L students will be awarded Distinguished Honor Roll if they achieve a term GPA of 3.800-4.300 in a given Fall or Spring semester or summer session and complete at least 2 numerically graded courses during that semester or session.

### ***Honor Roll***

*1L Honor Roll* - Students who are designated as 1L students will be awarded Honor Roll if they achieve a term GPA of 3.000 – 3.399 in a given Fall or Spring semester or summer session and complete at least 2 numerically graded courses during that semester or session.

*Upper Level Honor Roll* - Students who are designated as 2L or 3L students will be awarded Honor Roll if they achieve a term GPA of 3.300-3.799 in a given Fall or Spring semester or summer session and complete at least 2 numerically graded courses during that semester or session.

## **H. Class Rank**

Class rank is determined at the completion of each fall or spring semester. Students are ranked with all other students in their class, including full-time and part-time students. For the purpose of these rankings, each student's class is determined by the number of units that student has completed:

1L = 0-39 units earned

2L = 40-61 units earned

3L = 62+ units earned

If a student believes that the student's 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 80 units within the allowed time period.
- 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 grades from the student's last semester or session.)
- d. The official date of graduation is the last day of the Fall, Spring or Summer session (per the Academic Calendar) in which all graduation requirements are met.
- e. Certification of award of the degree including for bar certification will occur based on May, August or December graduation.

#### **2. Other Degrees**

For other degrees such as LL.M, M.S.L. or J.S.D., please see the Graduate Programs handbooks.

### **B. Required Application**

A student must complete and submit to the Registrar's Office an Application-For-Degree form in order 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. Graduation Ceremony**

The law school holds one graduation ceremony each year, in May. A student may participate in the ceremony if they: (1) have earned their degree at the end of the prior summer session or fall semester or (2) will earn their degree at the end of the spring semester.

### **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 as permitted under the standards of the California State Bar Committee of Bar Examiners.

#### **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**

*Summa Cum Laude* will be awarded to graduates with a cumulative GPA of 3.900 - 4.300.

**2. Magna Cum Laude**

*Magna Cum Laude* will be awarded to graduates with a cumulative GPA of 3.500 – 3.899.

**3. Cum Laude**

*Cum Laude* will be awarded to graduates with cumulative GPA of 3.100 – 3.499.

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

### A. Frequently Asked Questions

#### 1. Required Units

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

##### a. Total Units

80

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

The School 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 students take each semester or session will depend on which program and which graduation option is chosen. *Students may be permitted to switch back and forth between the full- and part-time programs (see Part II.F), and they may change their graduation option. Students who need to switch programs must speak to the Associate Dean for Academic Affairs or the Director of Student Affairs prior to doing so.*

##### 1) Full-time Program

Students in the full-time program follow a 3-year, 6-semester program of typically 13 to 15 units per semester. Its accelerated graduation option may permit graduation in 2 ½ years by substituting one or two summer sessions for one semester, depending on availability of required courses.

##### 2) Part-time Program

Students in the part-time program follow a 4-year, 8-semester program of typically eight to ten units per semester plus additional units during summer session. Its accelerated graduation option may permit graduation in 3 ½ years by substituting two intensive summer sessions for one semester, depending on availability of required courses.

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

##### 4) Students may also earn units through Intersession, if offered, for example in 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 that may, depending on course availability, allow full-time students to graduate in two-and-a-half years and part-time students to graduate in three-and-a-half years, 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.

Accelerated graduation is permitted within the standards of the California State Bar Committee of Bar Examiners subject to minimum time requirements. A law school must require the course of study for the J.D. degree to be completed no earlier than twenty-four months after a student has commenced law study. See Part VI.A.11.

**c. Required Classes**

Students must complete sixty-seven units of required courses in order to satisfy the School's graduation requirements. While course sequences may vary depending on whether students start in the Summer, Fall, or Spring and whether they are full-time or part-time students, most Foundation Courses are taken in a student's first two semesters (full-time students) or first three semesters (part-time students). Most Advanced Courses are taken in later semesters.

Note: Foundation Courses are graded on the first-year curve regardless of when they are taken, with the exception of Learning Skills which unless otherwise indicated is graded Honors, Credit, Low Pass, No Credit.

**i. Foundation Courses**

Civil Procedure (5 units)  
Contracts (5 units)  
Criminal Law (3 units)  
Legal Writing I (3 units)  
Legal Writing II (3 units)  
Learning Skills (1 unit)  
Professional Responsibility (3 units)  
Torts (5 units)

**ii. Advanced Courses**

Bar Exam Fundamentals (3 units)  
Business Associations (3 units)  
California Civil Procedure (2 units)  
California Evidence (2 units)  
Community Property (2 units)  
Constitutional Law: Bill of Rights (3 units)  
Constitutional Law: Structure, Process, and Equality (3 units)  
Criminal Procedure (3 units)  
Evidence (4 units)  
Multistate Bar Exam Mastery (3 units)  
Property (5 units)  
Remedies (3 units)

Wills and Trusts (3 units)

**d. Learning Skills Course**

The Learning Skills course is a first-semester one-credit required course, graded on an Honors, Credit, Low Pass, or No Credit scale unless otherwise indicated. The course grade will be placed on each student's transcript but will not factor into the student's grade point average.

**e. Credit Hours Calculation**

The School calculates the hours required to earn a credit hour, equal to one unit. 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 fifteen weeks of classes (including one week of exams), or an equivalent amount of work over a different time-frame.

For qualifying work that does not involve classroom attendance, the student must complete 50 hours of work for one unit, verified by the supervising professor.

**f. Distance Education**

Students may not count more than 15 units of distance courses toward their J.D. degree.

**g. Enrolling in Duplicate Course Numbers**

Students cannot enroll in a course they have already completed except under limited, authorized circumstances such as (a) enrollment in a repeat of a required course (the units are received only once); or (b) enrollment in co-curricular activities, directed study, externships or clinics where the work product differs each semester although the number for the course does not change. This is subject to provisions regarding maximum units per term.

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

The required 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. Students who drop required classes may have difficulty completing graduation requirements as scheduled.

The required curriculum is laid out in Programs of Study, Appendix A. Students may typically select the sequence in which they take electives, keeping in mind that announced prerequisites for a particular course dictate the sequence.

**a. MBE Mastery**

Students must take this class, designed to reinforce skills in logical thinking and black letter law application, during their second-to-last semester (excluding summer or intersession).

**b. Bar Exam Fundamentals**

Students must take this class, designed to assist students in reviewing the skills and subjects covered by the bar exam, during their last semester (excluding summer or intersession).

**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. To fulfill the upper level writing requirement, students must enroll in an approved elective course or directed study; satisfactorily complete the assignments; and meet the quality and quantity standards described below. A list of approved course(s) is provided each term with registration materials, and students can seek assistance to help identify a mentor for a directed study. Completion of a course that may be eligible for the upper level writing requirement will satisfy the requirement only if the work product meets the standards as 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 an 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.

For all scholarly papers and appellate briefs, the ULWR shall require:

- a. A proposal of the topic or thesis, or the identification of the specific issues on appeal, with at least five (5) sources of authority, demonstrating an appropriate mix of primary and secondary authority for the proposed topic. The proposal shall include an explanation of how the designated authority will contribute to the paper or brief.
- b. An outline with supporting research, requiring at least 15 sources of authority, again demonstrating an appropriate mix of primary and secondary authority, and including an explanation of how the designated authority will contribute to the paper.

If a class satisfies the ULWR through a series of drafting exercises or other practice-oriented writing projects, the above requirements shall be adapted for the class accordingly.

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

Students 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 clinics, externship field placements, or simulation courses, such as trial practice.

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.

**Registration materials will note which courses satisfy the requirement.**

For illustration purposes only, the following is a non-exhaustive list of courses that may be offered periodically and that tend to satisfy the professional skills course requirement if successfully completed:

- Advanced Legal Research
- Advanced Mediation
- Alternative Dispute (ADR) Society
- Civil Motion Practice
- Criminal Motion Practice
- Contracts Drafting
- Externship Seminars
- Introduction to Mediation
- Legal Writing I
- Legal Writing II
- Small Business Law Center clinical programs, including the Patent and Trademark Clinics
- Trial Practice
- Mock (National) Trial Team
- Moot Court Team
- Veteran's Legal Assistance Clinic

#### **5. Registration Process**

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

**a. Registration for Required Courses**

Students must be enrolled in required classes as laid out in the Programs of Study.

Students who have completed sufficient units, as indicated in the Registration bulletin, register for elective, Summer Term, or Intersession classes on-line through <https://myvillage.tjsl.edu/selfservice>. Students select “Login” and enter their user name and password. Problems logging in should be reported to the IT department at [help@tjsl.edu](mailto:help@tjsl.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 the student’s 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)), students should email the Registrar, and state which program they 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, students will be notified through their 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. Students who are enrolled in another section or no longer intend to take the class, should drop themselves 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 27 units, students may add courses to their schedules until the end of the first week of classes through PowerCampus Self-Service (MyVillage). Students may not add classes that exceed the units limitation for the term and must stay in their prescribed, required classes. Missed class meetings prior to the addition of a course to a student’s schedule count as absences.

After attempting 27 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), except for team-based courses such as Trial Practice and Advanced Trial Advocacy and the law clinics. 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.

Students who wish to withdraw from required courses should consult the Programs of Study and/or speak with the Associate Dean for Academic Affairs or Director of Student Affairs regarding how withdrawal may delay graduation.

No first-year course may be dropped except in the case of full-time students who drop to part-time status. A student enrolled in 11 to 15 units during the Fall or Spring semester is a full-time student. A student enrolled in fewer than 11 units during a Fall or Spring semester is a part-time student. Students who have not yet attempted at least 27 units on the first-year curve and been reviewed on the first-year curve must have approval to change from the full-time program to the part-time program from the Director of Student Affairs. Students may not withdraw from a course after the start of final exams without prior approval, in extraordinary circumstances, of the Director of Student Affairs.

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

For two-semester classes, students may be 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 if applicable. 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.

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

Yes, there are several ways to earn credit outside the classroom. One or more of these offerings may be available in any given term.

There is a ten-unit cap on credit received for Directed Study, Externship, Law Review, Clinical Programs, and competition team participation 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. Students must seek out a professor to supervise their work. Part-time faculty shall consult with the Associate Dean for Academic Affairs prior to agreeing 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 ten-unit cap on credit received for Directed Study, Externship, Law Review, Clinical Programs, and competition team participation combined.

Eligibility for Directed Study is limited to students who have earned at least 27 units and are in good academic standing. A student wishing to obtain credit for Directed Study must first procure the written agreement of a faculty member to

supervise that student's project during the school session in which the credits are to be earned. Before registering, the student, with the guidance of the student's 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 sought 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 the School's Clinical Programs, 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 no more than five credit hours in a regular semester and no more than four credit hours in the summer session.

Students cannot earn more than a total of ten credit hours for Directed Study, Externship, Law Review, Clinical Programs field work, and competition team participation combined 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 Civil Procedure, Torts and Legal Writing I, keeping in mind the prescribed academic program (see Part.XII - Appendix A, 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 for only 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. 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 have previously provided 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 legal agencies and nonprofit organizations to provide ample opportunity to explore various areas and types of law as a volunteer (without earning academic credit). 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. Clinical Programs**

The School offers students opportunities to earn academic credit through live-client clinics, where students represent clients under the supervision of faculty members. Clinics may include the Mediation Program, the Veterans Legal Assistance Clinic (VLAC), and the Small Business Law Center, which may include a variety of opportunities related to small businesses such as patent, trademark, and non-profit legal issues. Information regarding clinical programs will be included in the registration materials for each term.

Students may be required to take a companion course for the Mediation Program, called Advanced Mediation. For VLAC and clinics under the Small Business Law Center, students must enroll in the companion seminar class in order to receive fieldwork units (unless they are enrolled in only fieldwork in a semester or session after completing the seminar). Students must complete a minimum of fifty hours of work for each unit earned in fieldwork. There is a ten-unit cap on credit received for Directed Study, Externship, Law Review, Clinical Programs, and competition team participation combined.

**d. Competition Teams**

Students may earn academic units for participating on competition teams, if offered by the School. Students may not represent the School at a competition without approval of the School. The registration materials will indicate which competition teams are offered. Generally, students must perform 50 hours of relevant work to earn 1 unit of credit. The units earned must be verified by a supervising professor. There is a ten-unit cap on credit received for Directed Study, Externship, Law Review, Clinical Programs, and competition team participation combined.

General Policies for Eligibility: Students must complete two semesters (Fall and Spring) before they are eligible for competition team participation. Students must also be in good standing to earn units.

**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. If they have not already done so, students who join the team are required to take Evidence and Trial Practice as soon as possible 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 have successfully completed or be currently taking Legal Writing II.

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

The ADR Society 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. Participation in the Negotiation Theory & Practice class is highly recommended for students selected for this program.

**e. Thomas Jefferson Law Review**

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 typically publishes 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 Provisional Members, 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**

Students will be invited to join law review at the end of fall and spring semesters. Invitations will be extended based on number of units completed and class rank. Students who have less than one year remaining will not be extended invitations, except on a case-by-case basis.

### Early Invitation to Join Law Review

Students ranked in the top five percent (5%) of their class after the semester in which they complete at least fourteen (14) units, shall be extended early invitations to join law review. Students electing not to accept the early invitation will be invited again, provided they meet the requirements for the standard invitation to join law review.

### Standard Invitation to Join Law Review

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 join law review.

## **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.

Transfer students may also qualify for Law Review. For the most up-to-date information about the rules applicable to transfer students, please consult with the Associate Dean for Academic Affairs.

Provisional Members 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 Member (or Provisional Member) may receive a maximum of two units for their 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.

There is an ten-unit cap on credit received for Directed Study, Externship, Law Review, Clinical Programs, and competition team participation combined. The unit earned in Scholarly Legal Writing, a separate class, does not count toward this total. The Editor-in-Chief must submit to the appropriate law school offices the names of Members (and Provisional Members) who are eligible to receive

units for their work on Law Review. A faculty member must verify the units earned at the end of the relevant term.

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

The School may provide opportunities for study abroad. For more information on such programs, contact the Associate Dean for Academic Affairs.

**8. Can I earn credit for courses at 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 27 units of credit for law study at the School, may petition to earn up to a maximum of six units, either as part of a summer or intersession program, or as a visiting student at another law school. See Part XII - Appendix B, 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 Thomas Jefferson School of Law are rarely granted. Petitions should be submitted to the Associate Dean for Academic Affairs.

**9. 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 have some flexibility in which courses to take. To ensure that a student can take all of the required classes by the student's anticipated graduation date, Programs of Study showing the prescribed, required courses are provided in Appendix A. These programs are particularly useful for students considering an accelerated graduation date (see Part V.D). Students must complete all required classes by their last semester, and obtain the requisite number of units of credit before their proposed graduation date. Deviating from the Programs of Study may delay graduation.

**10. 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 required classes on a regular basis. The School follows the Programs of Study to determine what courses to offer in any given semester, taking into account enrollment of students in each program. The School also endeavors to offer some required classes and electives over the Summer Term. Summer registration materials will indicate what courses are offered during the day or night.

It is difficult to predict in advance when particular elective 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 for the student to take an elective they are interested in when it appears on the schedule (keeping in mind maximum units

limitations and required course schedule), rather than trying to anticipate whether it will be offered again before the student's expected graduation date. When choosing between conflicting electives, the Associate Dean for Academic Affairs can sometimes provide information about the future availability of electives, including which of the conflicting classes is more likely to be offered again during a student's law school career.

**11. What are the Minimum and Maximum Time Requirements?**

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, leave of absence, 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. Under no circumstances will a student be allowed to complete the degree earlier than twenty-four months or later than eighty-four months after a student has matriculated at the School or a law school from which the School has accepted transfer credit.

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

Students who wish to audit a class must obtain prior approval of the Director of Student Affairs with consultation of 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.

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

The School offers a variety of elective classes. The scheduling of elective classes is not as predictable as required classes. Students may wish to notify the Associate Dean for Academic Affairs if there are particular elective classes that students are interested in taking, though the 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 J.D. 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.

The School offers an array of electives periodically. For a listing of electives offered during the current academic year and prior two years, please see <https://www.tjsl.edu/academics/curriculum-requirements/elective-courses>.

Elective offerings may change depending on student interest and availability, such that a particular elective may not be offered every year or during any given student's time at the School.



## **VII. PAYING FOR LAW SCHOOL: TUITION, FEES, SCHOLARSHIPS, PAYMENT PLANS, FINANCIAL AID**

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

#### **1. Tuition and Fee Payment**

The School 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, Financial 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 and can jeopardize the good credit standing of a student's account. 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 the School and are published in the registration bulletin or in the 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 payment received will be first applied to the oldest tuition and fee 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, the School 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 may be granted to a student who reduces the student's course load, or a student who completely withdraws from school for that semester. Credits are computed based on total unit cost of tuition according to a percentage scale. See Part VI.C Refund Policy (Financial 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, Part VI.C (Financial Appendix III).

As the School 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 issued 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 students develop a plan to finance their education using the student's own resources as well as available loans, grants, employment and scholarships.

## **4. Scholarships**

The School may offer a variety of scholarships. Students may be eligible for outside scholarships based on criteria set by the awarding bodies.

## **B. Thomas Jefferson School of Law Payment Agreement (Financial Appendix I)**

This agreement covers your obligation to pay tuition and fees during your enrollment. By attending the School, you agree to the following terms:

**TUITION AND FEES** - I agree to pay to Thomas Jefferson School of Law, hereinafter referred to as the School, 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 the School has the right to change tuition and fees at any time.

**PAYMENT** - The full amount of tuition and 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 and fees when they are 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 the School. If I am eligible and have been approved for financial assistance and/or a scholarship through a financial assistance program approved by the School and I meet all of the eligibility requirements, I understand that I may defer, at the option of the School, that portion of my tuition equal to the certified aid amount. When my financial assistance funds are received by the School I agree, as a condition of my enrollment and the School'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 the School. 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 the School 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 the School 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 the School, become immediately due and payable. I understand and agree that if I default on my scheduled payment, the School 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 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 the School may withhold grade reports, bluebooks, diplomas and other services if I fail to pay any amounts due or break any of my promises under this agreement. The School may bar me from registering for any future semesters until my student account is fully current.

**ACKNOWLEDGMENT** - By attending the School, I acknowledge that I have read this agreement thoroughly, have received my copy and agree to be bound by it. The School 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.

**C. Thomas Jefferson School of Law Refund Policy (Financial Appendix II)**

A credit of tuition may be granted to a student who reduces their course load, or a student who completely withdraws from school (or a semester). Credits are computed based on the unit cost of tuition 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.

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 unit 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.

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

See the 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 619.961.4324.

\* 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.

#### **D. Thomas Jefferson School of Law - Return of Title IV Funds Policy (Financial Appendix III)**

When a student completely withdraws during the semester, the School is 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 required to return any of the excess funds previously distributed to the student, the student is responsible for returning the excess amount to the School. 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.F., 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 the School's 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 the School's subscription databases.

### A. Hours

The law library is open seven days a week, except for major holidays. These hours are subject to change and updates may be announced via email and/or on the website.

Regular library hours are typically:

Monday - Friday: 8:00 am – 10:00pm;

Saturday – Sunday: 10:00am – 8:00pm

Circulation Desk hours are typically:

Monday-Friday: 10:00 am – 6:00 pm;

Saturday – Sunday: 11:am – 5:00pm

### B. Circulation/Reserve Desk

The library circulation/reserve desk is located to the left inside the library entrance. 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 the School's faculty;
  - 3) Bar exam materials.

Each student is responsible for all materials that the student checks out. Fines are imposed for the late return of borrowed materials.

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**

A librarian is generally available from 8:00 a.m. until 5:00 p.m., Monday through Friday. Feel free to visit the librarians in their offices for reference questions. If a student is unable to locate a librarian, they should ask an assistant at the circulation/reserve desk to help locate one. Students can also email the Library Director.

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

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

**D. Bibliographies and Research Guides**

Librarians have prepared class-related bibliographies of library materials and resource guides for some elective courses. 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 quiet learning environment. Students should keep conversations to a minimum. Those who continue to create a disturbance after being notified of the violation may be asked to leave the library. Quiet conversation is permitted in study rooms.
3. Students who bring cell phones into the library should set them on vibrate mode. Phone conversations must take place outside the library.
4. Food and Drink Policy: Food and drink are allowed in the library. We ask that students 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 a student spills a drink, or otherwise sees a mess, library staff should be notified

immediately. The library reserves the right to interpret this policy on a case-by-case basis.

5. 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.
6. It is considered to be a serious violation to remove materials from the library without permission, or to vandalize materials. The School will impose appropriate sanctions for these violations. Hiding library materials from fellow students is an ethical violation and will be reported to the Ethics Committee.
7. Students must wear appropriate attire including shoes at all times.
8. 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.
9. 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.
10. 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 the Library Director.
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 Westlaw or Lexis.

**G. 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.

**H. 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 Part. XII - Appendix G). 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).

**I. Suggestions**

The Library regularly seeks student input on how the library can be further improved to meet academic needs. Please feel free to suggest to the Library Director new titles, procedures, and facility improvements.

## **IX. GENERAL ADMINISTRATIVE POLICIES**

### **A. Study Rooms**

Study rooms may be used only by Thomas Jefferson of Law students, faculty, and staff. School staff will sometimes reserve study rooms for other purposes, including learning assistant office hours and other School functions.

#### **Reservations**

1. To reserve a room, go to <https://studyrooms.tjssl.edu/reserve/studyrooms>.
2. Students must use their tjssl.edu email address to make a reservation and reservations must be confirmed by email.
3. The study rooms are meant for group study; please do not sign up for single-person use.
4. Individuals can reserve a maximum of four hours (eight 30-minute time slots) in any given day.
5. 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.
6. 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.
7. Students **MUST** leave the study room when their reservation ends if it has been reserved by someone else.
8. Upon leaving, users are required to remove all items brought into a study room and return any chairs brought in to their original location.
9. 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 School assumes no liability for lost or stolen items left in the study rooms.
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.

**B. ID Cards**

All students are required to carry a current Thomas Jefferson School of Law ID card while on campus. Student ID cards can be obtained free of charge from the IT Department. 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 \$10.00 fee. Payment should be made to the Business Office. The receipt should then be taken to the IT Department.

**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**

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 and vaping outside the building should be limited to the area near the corner of 8<sup>th</sup> Avenue and C Street. A receptacle is located just north of C Street on 8<sup>th</sup> Avenue for disposal of smoking products. Smoking is not permitted on the 7<sup>th</sup> Street patio area.

**E. Eating or Drinking**

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.

**F. Children on Campus**

Students may not bring minors to campus unless they have previously received approval from the Director of Student Affairs upon a showing of special circumstances. Students may not request or receive permission from anyone other than the Director of Student Affairs. Anyone under 18 must be supervised by an adult at all times while on campus.

**G. 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.

**H. Use of Campus Facilities**

No student may utilize for the student's 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 School reserves the right to search all areas of the campus for missing or stolen property.

**I. 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.

**J. 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 Alum 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.

**K. 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, including disclosure to School officials with legitimate educational interests who need the information in order to fulfill their professional responsibilities and, upon request, to officials of another school in which a student intends to enroll or is enrolled; 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 the student has a right to a hearing regarding the requested amendment.

**L. 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.

**M. Suspension of Services**

Students with outstanding balances at the School may not be eligible to register for the next semester, receive their grades, obtain their diploma, or use other administrative services.

**N. Anti-Discrimination and Anti-Harassment Policies**

The School is committed to a policy of operating free of improper harassment and discrimination. Please see Part XII - Appendices D and E of this handbook where the anti-discrimination and anti-harassment policies and procedures are reproduced in full.

**O. 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.

**P. School Property**

Students who mark or deface the building, furnishings or other school property or remove School property from campus without authorization are subject to dismissal and will be required to reimburse the school for the damage or removed items.

**Q. Animals on Campus**

No animals are allowed on campus except certified Service Animals.

**X. GENERAL INFORMATION FOR ALL STUDENTS**

**A. Students with Disabilities**

See Part XII - Appendix C. Inquiries concerning accommodations for students with disabilities should be directed to the Director of Student Affairs.

**B. Lost and Found Articles**

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

**C. Housing**

Housing information can be obtained from the Student Affairs Office.

**D. Student Lounge and Student Organization Workspace**

The student lounge is located on the second floor. The lounge features comfortable seating and a space for students to study. 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.

**E. Trolley Passes**

Monthly Trolley passes are available for a discounted rate on our website at <https://www.tjsl.edu/miscellaneous-payment>. You may also purchase a pass from the Business Office during regular business hours. Trolley passes are available for purchase up through the 19th of each month to be able to use during the same month. As of the 20th of each month, the pass will be available for purchase, but will not be available for use until the 1st of the following month. Please visit PRONTO's website for additional FAQs: <https://www.ridepronto.com/help/>.

**F. 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.
- D.** 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 supersede 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**

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

These Programs of Study indicate required courses and when they are taken. They also indicate opportunities to take electives. Students may also choose to enroll in required or elective courses over the summer, depending on availability and prerequisites for the course.

Students enrolled in a Part-Time Evening Program must take several units over the Summer Term (or intersession, if offered) in order to complete the required 80 units for graduation.

Please note additional graduation requirements:

Students must complete 80 units toward graduation.

See Part IV.D for the Repeat Policy.

Students must complete the Upper Level Writing Requirement, see Part VI.A.3.

Students are also required to satisfy the Professional Skills Requirement (see Part VI.A.4) prior to graduation.

*Note: students who enroll in the Early Start Program, if offered, over the summer prior to their first Fall semester will complete a required course (currently Criminal Law) prior to the start of the Programs of Study below.*

## Fall Entering Full-Time Three-Year Program of Study\*

*Students who start as full-time students will take the following sequence of courses over six semesters. They will complete 67 units of required courses and a minimum of 13 units of elective courses. Students must earn at least 6 units in qualifying skills courses.*

### ***First Semester***

Contracts	5 units
Torts	5 units
Learning Skills	1 unit
Legal Writing I	3 units

### ***Second Semester***

Civil Procedure	5 units
Criminal Law	3 units
Legal Writing II	3 units
Professional Responsibility	3 units

### ***Third Semester***

Business Associations	3 units
Constitutional Law I	3 units
Criminal Procedure	3 units
Property	5 units

### ***Fourth Semester***

Evidence	4 units
Constitutional Law II	3 units
<i>Up to 8 elective units</i>	

### ***Fifth Semester***

MBE Mastery	3 units
Two of the following:	
Wills and Trusts	3 units
Community Property	2 units
California Civil Procedure	2 units
California Evidence	2 units
<i>Elective units, not to exceed 15 total semester units</i>	

### ***Sixth Semester***

Remedies	3 units
Bar Exam Fundamentals	3 units
Two of the following:	
Wills and Trusts	3 units
California Evidence	2 units
Community Property	2 units
California Civil Procedure	2 units
<i>Elective units, not to exceed 15 total semester units</i>	

\* For information regarding part-time day program of study, please contact the Associate Dean for Academic Affairs at academics@tjsl.edu.

## Fall Entering Evening Part-Time Four-Year Program of Study

*Students who start in the Fall semester as part-time evening students will take the following sequence of courses over eight semesters. They will complete 67 units of required courses and a minimum of 13 units of elective courses. Students must earn at least 6 units in qualifying skills courses.*

### ***First Semester***

Torts	5 units
Learning Skills	1 unit
Legal Writing I	3 units

### ***Second Semester***

Civil Procedure	5 units
Legal Writing II	3 units

### ***Third Semester***

Contracts	5 units
Property	5 units

### ***Fourth Semester***

Business Associations	3 units
Criminal Law	3 units
Evidence	4 units
Students who have completed Criminal Law or Evidence may take: Professional Responsibility	3 units

### ***Fifth Semester***

Constitutional Law I	3 units
Criminal Procedure	3 units
One of the Following:	
Community Property	2 units
California Evidence	2 units
California Civil Procedure	2 units
Wills and Trusts	3 units
<i>Elective units, not to exceed 11 for part-time status</i>	

### ***Sixth Semester***

Constitutional Law II	3 units
Professional Responsibility	3 units
One of the Following:	
Community Property	2 units
California Evidence	2 units
California Civil Procedure	2 units
Wills and Trusts	3 units
<i>Elective units, not to exceed 11 for part-time status</i>	

### ***Seventh Semester***

MBE Mastery	3 units
Two of the Following:	
Community Property	2 units
California Evidence	2 units
California Civil Procedure	2 units
Wills and Trusts	3 units
<i>Elective units, not to exceed 11 for part-time status</i>	

### ***Eighth Semester***

Bar Exam Fundamentals	3 units
Remedies	3 units
<i>Elective units, not to exceed 11 for part-time status</i>	

## Spring Entering Full-Time Three-Year Program of Study\*

*Students who start in Spring semester as full-time students will take the following sequence of courses over six semesters. They will complete 67 units of required courses and a minimum of 13 units of elective courses. Students must earn at least 6 units in qualifying skills courses.*

### ***First Semester***

Civil Procedure	5 units
Criminal Law	3 units
Learning Skills	1 unit
Legal Writing I	3 units
Professional Responsibility	3 units

### ***Second Semester***

Contracts	5 units
Property	5 units
Torts	5 units

### ***Third Semester***

Constitutional Law II	3 units
Evidence	4 units
Legal Writing II	3 units
<i>Elective units, not to exceed 15 total semester units</i>	

### ***Fourth Semester***

Business Associations	2 units
Constitutional Law I	3 units
Criminal Procedure	3 units
Two of the Following:	
Community Property	2 units
California Evidence	2 units
California Civil Procedure	2 units
Wills and Trusts	3 units
<i>Elective units, not to exceed 15 total semester units</i>	

### ***Fifth Semester***

MBE Mastery	3 units
Remedies	3 units
One of the Following:	
Community Property	2 units
California Evidence	2 units
California Civil Procedure	2 units
Wills and Trusts	3 units
<i>Elective units, not to exceed 15 total semester units</i>	

### ***Sixth Semester***

Bar Exam Fundamentals	3 units
One of the Following:	
Community Property	2 units
California Evidence	2 units
California Civil Procedure	2 units
Wills and Trusts	3 units
<i>Elective units, not to exceed 15 total semester units</i>	

\* For information regarding part-time day program of study, please see the Associate Dean for Academic Affairs.

## Spring Entering Evening Part-Time Four-Year Program of Study

*As applicable, students who start in Spring as part-time evening students will take the following sequence of courses over eight semesters. They will complete 67 units of required courses and a minimum of 13 units of elective courses. Students must earn at least 6 units in qualifying skills courses.*

### ***First Semester***

Civil Procedure	5 units
Learning Skills	1 unit
Legal Writing I	3 units

### ***Second Semester***

California Civil Procedure	2 units
Legal Writing II	3 units
Torts	5 units

### ***Third Semester***

Criminal Law	3 units
Evidence	4 units
Professional Responsibility	3 units

### ***Fourth Semester***

Contracts	5 units
Property	5 units

### ***Fifth Semester***

Business Associations	3 units
Two of the Following:	
Community Property	2 units
California Evidence	2 units
Wills and Trusts	3 units
<i>Elective units, not to exceed 11 for part-time status</i>	

### ***Sixth Semester***

Constitutional Law I	3 units
Criminal Procedure	3 units
One of the Following:	
Community Property	2 units
California Evidence	2 units
Wills and Trusts	3 units
<i>Elective units, not to exceed 11 for part-time status</i>	

### ***Seventh Semester***

MBE Mastery	3 units
Constitutional Law II	3 units
One of the Following:	
Community Property	2 units
California Evidence	2 units
<i>Elective units, not to exceed 11 for part-time status</i>	

### ***Eighth Semester***

Bar Exam Fundamentals	3 units
Remedies	3 units
<i>Elective units, not to exceed 11 for part-time status</i>	

## APPENDIX B – Transfer of Credit Policy

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

#### 1. Student Exchange Programs.

For more information on the availability of student exchange programs, students should contact the Associate Dean for Academic Affairs.

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

In extraordinary circumstances, students in good standing and who have earned at least 27 units of credit for law study at Thomas Jefferson School of Law, may petition to earn up to a maximum of six units through an 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 Thomas Jefferson School of Law are rarely granted. Petitions should be submitted to the Associate Dean for Academic Affairs.

#### 3. Transfer of Credit.

For each of the programs described in this section, academic units for grades of 2.0 (or equivalent) and higher may be transferable to the School, and will be reflected on the School's transcripts with the designation "TRN" 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

The School welcomes transfer applications from students at law schools accredited by the California Committee of Bar Examiners and the American Bar Association (ABA), and from accredited foreign law schools. The School does not accept transfer applications from students at unaccredited law schools. All transfer applicants must have an associates or bachelor's degree and current LSAT score. Passing the First-Year Law Students' Examination is not required to apply as a transfer student.

All students must complete their degree no earlier than 24 months and no later than 84 months after starting law school, including the school from which the School has accepted transfer credit.

#### 1. Credit Allowed for Prior Study in the Absence of Prior Disqualification for Academic Reasons

- a. Once an offer of admission as a transfer has been made to a transfer applicant, 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, using these guidelines:

- i. Credit may be granted in accordance with the California Business and Professions Code and the regulations of the State Bar of California. Transfer credit is awarded at the discretion of the School. The Associate Dean for Academic Affairs determines which, if any, units will transfer after reviewing the courses for which the applicant is seeking transfer units.
- ii. To be eligible for acceptance, the applicant must have (A) earned the credits no more than 36 calendar months prior to the anticipated date of enrollment at the Law School and (B) received a grade at the “good standing” level or higher from the originating law school. Please note that these are minimum requirements. In general, transfer credit will not be accepted if the student earned a grade below 2.7/B- on a standard 4.0 grading scale with a B- mean or the equivalent on the originating law school’s grading scale.
- iii. The number of transfer units an applicant may receive for a particular course is limited to the number of units for which the applicant had sufficient class room hours per the CBE standards, even if the originating law school awarded more units for that course.
- iv. The Law School will not accept transfer units earned at the originating school for externships or clinics.
- v. The grant of transfer units in a class does not guarantee that they will satisfy the graduation requirement of a similar class at the Law School.
- vi. Applicants may transfer a maximum of forty (40) units, half of the credits toward graduation, if they are in good standing at the originating institution.

## **2. Credit Allowed for Prior Study after Disqualification / Dismissal for Academic Reasons**

- a. Once an offer of admission or readmission has been made to an applicant after disqualification for academic reasons, the Associate Dean for Academic Affairs, evaluates the student's academic transcript to determine the number of credit hours and required courses for which the student will receive credit toward graduation, using these guidelines:
  - i. Credit may be granted in accordance with the California Business and Professions Code and the regulations of the State Bar of California. Transfer credit is awarded at the discretion of the School. The Associate Dean for Academic Affairs determines which, if any, units will transfer after reviewing the courses for which the applicant is seeking transfer units.

- ii. To be eligible for acceptance, the applicant must have (A) earned the credits no more than 36 calendar months prior to the anticipated date of enrollment at the Law School and (B) received a grade at the “good standing” level or higher from the originating law school. Please note that these are minimum requirements. In general, transfer credit will not be accepted if the student earned a grade below 2.7/B- on a standard 4.0 grading scale with a B- mean or the equivalent on the originating law school’s grading scale.
- iii. The number of transfer units an applicant may receive for a particular course is limited to the number of units for which the applicant had sufficient class room hours per the CBE standards, even if the originating law school awarded more units for that course.
- iv. The Law School will not accept transfer units earned at the originating school for externships or clinics.
- v. The grant of transfer units in a class does not guarantee that they will satisfy the graduation requirement of a similar class at the Law School.
- vi. Applicants may transfer a maximum of thirty (30) units if they are in not good standing at the originating institution

**3. The School does not have a transfer or articulation agreement with any other college or university.**

## APPENDIX C – Accommodations for Students with Disabilities

It is the policy of the School to provide reasonable accommodations to qualified students with documented disabilities. Students whose disabilities may require accommodation must contact the 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 Director of Student Affairs.

It is the policy of the 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. Include a diagnostic statement that is no more than three (3) years old, describing the tests, methods, or criteria used to make the diagnosis;
2. Be prepared by a licensed professional or health care provider with expertise in the disability for which accommodations are sought;
3. State the nature of the disability;
4. Describe how the disability affects the student in an academic setting including academic courses, activities, or examinations;
5. State the current level of functioning; and
6. Supply evidence of a limitation to learning or another major life activity.

For students with learning disabilities, documentation must:

1. Be no more than three (3) years old and 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, 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). Test results should be included for at least the following characteristics: intelligence, capillary reading rate, reading comprehension, spelling, mathematical comprehension, memory and

- processing skills;
3. Include a specific diagnosis, specific findings in support of the diagnosis, and a recommendation for examination accommodations (if applicable), including a detailed explanation of why the accommodations are needed;
  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 mental or psychological disabilities, documentation must:

1. Be diagnosed by a qualified professional with comprehensive training and relevant expertise in differential diagnosis of psychiatric disorders;
2. Be no more than three (3) years old;
3. Address the current level of functioning and the need for accommodations, including a description of the specific accommodation requested and a detailed explanation why;
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 Associate Dean for Academic Affairs, in writing, no later than ten days after the receipt of the decision. The Associate Dean for Academic Affairs will review the accommodation request and reason for the decision. If circumstances warrant, the Associate Dean for Academic Affairs may do further investigation into the decision, including but not limited to, speaking with the student or asking for additional documentation. Any investigation will be conducted in a manner that is adequate, reliable, and impartial. The Associate Dean for Academic 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 Associate Dean for Academic Affairs to the Dean of the Law School. 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 the student's appeal. The Dean will review the student's appeal as soon as reasonably possible and provide the student with written notification of the decision.

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

It is the policy of Thomas Jefferson School of Law to afford equal opportunity to all individuals regardless of race (including hair texture and protective hairstyles), creed, color, religion, sex (including transgender, gender, gender identity and expression), national origin, ancestry, age, marital status, military or veteran status, physical and mental 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 may 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, harassing, or bullying educational environment. Nor will the School tolerate any harassment, discrimination, bullying, 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, the student is expected to immediately bring the matter to the attention of the Associate Dean for Academic Affairs or the Human Resources Department. The School will investigate and take appropriate action in response to such complaints. Anyone who violates the policies prohibiting discrimination, harassment, bullying, 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. The School will conduct a prompt, fair, and complete 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 tolerate or permit retaliation against anyone for filing a complaint. No employee or student of the School is exempt from this policy.

## **APPENDIX E – Policy Against Harassment**

Thomas Jefferson School of Law 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. The School does not tolerate sexual harassment, or harassment based on pregnancy, childbirth or related medical conditions, race (including hair texture and protective hairstyles), religious creed, color, national origin or ancestry, physical or mental disability, medical condition, marital status, age, sexual orientation, transgender, gender, 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 bullying, epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations or innuendos;
- 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 anyone believes they have been harassed in violation of this policy, or witness such conduct, they must notify the Associate Dean for Academic Affairs or the Human Resources Department as soon as possible after the incident. The School will conduct a prompt, fair, and complete 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 tolerate or permit retaliation against anyone for filing a complaint. No employee or student of the School is exempt from this policy.

## **APPENDIX F – 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 that person's 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-maintained property and premises, including common areas used by students, to detect the presence of drugs, controlled substances or alcohol. School-maintained property includes, but is not limited to machinery, equipment, furniture, 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 that person's 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 campus. 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 G – 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**

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 test;
- B. Consulting outside materials while taking a law school test unless authorized by the professor;
- C. Leaving the examination room with any test materials, including blue books, scantron forms, scratch paper, and test questions during or upon completion of a law school test;
- D. Disrupting another student who is taking a law school test; and
- E. Acting in a manner inconsistent with the test 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 seek, 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 tests, 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. Dual Submission Prohibited**

Students 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 the student's education at the School, or that hinders any School faculty or staff member from performing that faculty or staff member's 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 President of the School 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 be addressed by the Associate Dean for Academic Affairs via the process laid out below. The Associate Dean for Academic Affairs shall have sole discretion to determine whether an alleged violation comes within 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. The recipient of the allegation shall refer the matter to the Associate Dean for Academic Affairs, who, upon confirmation that the allegation relates to an ethics violation, will forward to the Committee Chairperson.
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.
3. **Findings and Informal Resolution.** After completion of the investigation, the investigator(s) will make their findings. If the investigator(s) find that no substantial evidence of an ethics violation exists, they shall close the matter. If the investigator(s) find that substantial evidence of an ethics violation exists, the investigator(s) may, in their discretion, attempt to resolve the matter informally. The investigator(s) shall provide written notice of the Code provision alleged to have been violated and their finding of facts and proposed resolution as part of the informal resolution process.
4. **Hearing.** If the investigator(s) decline to attempt to resolve the matter informally, or if the matter is not resolved informally to the mutual agreement of the investigator(s) and the student, either the investigator(s), the student, or both, may request a hearing before a hearing panel. The hearing panel will consist of at least three people appointed by the Associate Dean for Academic Affairs. 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 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 the student's choosing. The hearing panel 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 chair of the hearing panel. The hearing panel may record the proceedings. At the student's election, the student may be heard, and the hearing may proceed, in writing before the hearing panel rather than in person.

The hearing panel shall determine whether a violation has occurred by a preponderance of the evidence. If the student declines to participate, the hearing panel 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.

5. **Decision of Hearing Panel.** After the hearing, the hearing panel shall issue a written final decision that includes a statement of facts, conclusions, and, what action, if any, should be taken in connection with the matter. Such actions 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. Cancellation of an examination or denial of course credit.
  - c. Formal administrative probation which will include, in addition to "a" above, a permanent notation on the student's transcript of an "administrative probation."
  - d. Suspension from classes and other TJSJL privileges for one or more semesters.
  - e. Administrative dismissal.

The decision shall be reported to the Dean and the Parties.

6. **Review of Hearing Panel Decision.** Students may seek the Dean's review of the hearing panel's decision based on allegations of bias or clear procedural error. Students alleging bias or prejudice regarding the hearing and/or the hearing panel's decision must provide clear and convincing evidence that the decision was a result of bias or prejudice, or of such clear procedural error that it effected the outcome. In such cases, the Dean, in the Dean's sole discretion, may impanel a new hearing panel to conduct a new hearing on the alleged ethics violation.
7. 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. The recipient of the allegation shall refer the matter to the Associate Dean for Academic Affairs.
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 Director of Student Affairs or another member of the administration for investigation and informal resolution.
3. **Findings and Informal Resolution.** If the investigator finds that no substantial evidence of a violation exists, the investigator shall close the matter and so report to the Associate Dean for Academic Affairs. If the investigator finds that substantial evidence of a violation exists, the investigator may, in their discretion, attempt to resolve the matter informally. The investigator shall provide written notice of the Code provision alleged to have been violated and their finding of facts and proposed resolution as part of the informal resolution process.
4. **Hearing.** If the matter is not resolved informally to the mutual agreement of all relevant parties, either the Associate Dean, their designee, or other 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 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 the student's choosing.

A hearing panel will be designated by the Associate Dean for Academic Affairs. The hearing panel 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 of the panel. The panel may record the proceedings. At the student's election, the student may be heard, and the hearing may proceed, in writing before the hearing panel rather than in person.

The panel shall determine whether a violation has occurred by a preponderance of the evidence. If the student declines to participate, the panel 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.

5. **Panel Decision.** The hearing panel shall issue a written final decision that includes a statement of facts, conclusions, and, what action, if any, should be taken in connection with the matter. Such actions 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. Cancellation of an examination or denial of course credit.
  - c. Formal administrative probation which will include, in addition to "a" above, a permanent notation on the student's transcript of an "administrative probation."
  - d. Suspension from classes and other TJSJL privileges for one or more semesters.
  - e. Administrative dismissal.

The panel's decision shall be reported to the Dean.

6. **Review of Panel Decision.** Students may seek the Dean's review of the panel decision based on allegations of bias or clear procedural error. Students alleging bias or prejudice regarding the hearing and/or final decision must provide clear and convincing evidence that the decision was a result of bias or prejudice, or of such clear procedural error that it effected the outcome. In such cases, the Dean, in the Dean's sole discretion, may impanel a new hearing panel to conduct a new hearing on the alleged violation.

## APPENDIX H – Emergency Procedures

### I. Building Fire Evacuation Procedures

Know your escape routes in case of fire. Escape routes are posted between the main building elevators.

Do not in any way impede the work of the firefighters. 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. All students, faculty and staff should make a note of the location of each fire alarm and fire extinguisher on campus.
- b. Once the alarm has sounded, all students, faculty and staff should proceed as per fire drill instructions.
- c. 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 throughout campus.

The campus is not fire proof. It is essentially concrete and steel; however, drywall, ceiling tiles, carpeting, furniture, etc. all burn.

## **APPENDIX I – 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.

When Security Officers are present, their 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.

### **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 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.

All students, staff and faculty members should display on their person identification cards and may be asked to produce the ID card 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 Department.

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. 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 Business Office.

## **APPENDIX J - Title IX Nondiscrimination 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. This prohibition against sex discrimination extends to admission and employment, and applies to all education programs or activities in the United States, whether such programs or activities occur on-campus or off-campus.

Any of the following conduct on the basis of sex constitutes sexual harassment and is a violation of this policy:

- A school employee conditioning an educational benefit or service upon a person's participation in unwelcome sexual conduct (often called *quid pro quo* harassment);
- Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the school's education program or activity; or
- Sexual assault, dating violence, domestic violence, or stalking (as those offenses are defined below).

### **Definition of Key Terms**

For the purpose of this Policy, the School utilizes the following definitions:

*Actual knowledge*- notice of sexual harassment or allegations of sexual harassment to the School's Title IX Coordinator

*Complainant*- an individual who is alleged to be the victim of conduct that could constitute sexual harassment

*Consent*- 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.

*Dating violence*- controlling, abusive, and aggressive behavior in a romantic relationship

*Domestic violence*- crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, or by any other person who is protected from that person's acts under the domestic or family violence laws of the jurisdiction

*Respondent*- an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment

*Sexual Assault*- any sexual conduct with another person that occurs without the consent of the victim or is offensive to the victim

*Stalking*- engaging in a course of conduct directed at a specific person that would cause a reasonable person to fear for his or her safety or the safety of others or suffer substantial emotional distress

### **Reporting Title IX Violations**

Individuals who believe they have been victims of sexual harassment, sex discrimination, assault, violence, or other sexual misconduct are encouraged to contact the local authorities and should notify the School's Title IX Coordinator:

Benjamin Chamberlain Director of Student Affairs & Title IX Coordinator  
701 B Street, #110  
San Diego, CA 92101  
[bchamberlain@tjisl.edu](mailto:bchamberlain@tjisl.edu)  
619-961-4202

Any person may report sex discrimination, including sexual harassment (whether or not the person reporting is the person alleged to be the victim of conduct that could constitute sex discrimination or sexual harassment), in person, by mail, by telephone, or by e-mail using the contact information above, or by any other means that results in the Title IX Coordinator receiving the person's verbal or written report. Such report may be made at any time, including during non-business hours, by using the telephone number or e-mail address, or by mail to the office address, listed for the Title IX Coordinator, above.

A report may also be made to the proper authorities in conjunction or separately from the complaint made to the Coordinator.

### **Supportive Measures**

After the Title IX Coordinator receives a report of an alleged violation of this policy, the Title IX Coordinator will promptly contact the alleged victim confidentially to discuss the availability of supportive measures. Supportive measures are non-disciplinary, non-punitive individualized services that are reasonably available to restore or preserve equal access to education, protect student and employee safety, or deter sexual harassment. The range of supportive measures available to complainants and respondents may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, mutual restrictions on contact between parties, and leaves of absence. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures. Supportive measures will be made available to a complainant regardless of whether a formal complaint is filed.

### **Filing a Formal Complaint**

A formal complaint is a document filed by an alleged victim or signed by the Title IX Coordinator alleging sexual harassment and requesting the School to investigate the allegation. At the time of the filing the formal complaint, the alleged victim must be participating in or attempting to participate in the education program or activity of the School, and the formal complaint must be filed with the Title IX Coordinator in person, by mail, or by e-mail.

### **Grievance Procedure**

The School is committed to providing prompt and equitable resolution of student and employee complaints alleging a violation of this policy. The School's Grievance Procedure includes: (1) the Investigation; (2) Informal Resolution, when appropriate; (3) a Live Hearing; (4) a Written Determination; and in some circumstances (5) an Appeal.

In order to ensure a fair and equitable process, the School will:

- Treat Complainants and Respondents equitably by not imposing disciplinary sanctions against Respondent without first following the School's grievance procedure, and by providing remedies to a Complainant where a determination of responsibility for sexual harassment has been made against the Respondent.
- Presume the Respondent is not responsible for the alleged conduct until a determination regarding responsibility is made by clear and convincing evidence at the conclusion of the grievance process.
- Require an objective evaluation of all relevant evidence—including both inculpatory and exculpatory evidence—and provide that credibility determinations may not be based on a person's status as a complainant, respondent, or witness.
- Ensure any individual who is designated by the School as a Title IX Coordinator, investigator, decision-maker, or facilitator of informal resolution is adequately trained and free from bias and conflict of interest for or against complainants or respondents.
- Not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege.
- Not access, consider, disclose, or otherwise use a party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in that capacity, and which are made and maintained in connection with the provision of treatment to the party, unless the School obtains that party's voluntary, written consent.

### **Investigation Process**

Upon receipt of a formal complaint, the Title IX Coordinator will provide written notice to both the Complainant and Respondent of:

- The allegations of sexual harassment, including sufficient details known at the time and with sufficient time to prepare a response before any initial interview. This includes the identities of the parties involved in the incident, if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident.

- The presumption that that Respondent is not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the grievance process.
- Their right to have an advisor of their choice, who may be, but is not required to be, an attorney, accompany them to any meeting and participate in the grievance process.
- Their right to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in the formal complaint, including evidence upon which the School does not intend to rely in reaching a determination so that each party can meaningfully respond to the evidence prior to the conclusion of the investigation.
- The School’s Grievance Procedure and informal resolution options.
- The School’s Student Code of Conduct prohibiting knowingly making false statements or knowingly submitting false information during the grievance process.

The Title IX Coordinator will then either personally investigate or oversee the investigative process of the formal complaint. The investigative process will be conducted in an adequate, reliable, impartial, and prompt manner, and will provide an equal opportunity to the Complainant and Respondent to present witnesses and evidence to the Investigator.

The Investigator will provide to any party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all investigative interviews or other meetings, with sufficient time for the party to prepare to participate.

Prior to the completion of the investigation, the Investigator will send to each party and their advisors, the evidence subject to inspection and review in an electronic format or in hard copy, and the parties will be given at least 10 days to submit a written response, which will be considered by the Investigator.

The investigative process shall be completed within 90 days of notice to the Title IX Coordinator and will result in an investigative report that fairly summarizes relevant evidence. The investigative report will be sent in electronic format or hard copy to each party and their advisors for review and written response at least 10 days prior to any scheduled hearing.

Although the School is committed to resolving the allegations promptly, it understands that a temporary delay of the Grievance Procedure or limited extension of time frames for good cause may be necessary. Good cause may include considerations such as the absence of a party or a party’s advisor, a witness, concurrent law enforcement activity or accommodation of disabilities. In such circumstances, the party requesting the delay or extension should provide written notice to the Title IX Coordinator detailing the reasons for their request.

### **Informal Resolution**

Unless the allegation concerns conduct by an employee of the School, the parties may be permitted the option to participate in an informal resolution process. Details of this process will be provided to the parties if the Title IX Coordinator believes an informal resolution would address the reported behavior, prevent recurrence, and remedy effects without completing the investigation process. Informal resolution will only be considered in cases where the School receives the parties' voluntary, informed consent in writing. This consent may be withdrawn at any time in favor of a return to the Grievance Procedure.

### **Dismissal of Formal Complaint**

A formal complaint may be dismissed by the School in its sole discretion if:

- The conduct alleged, even if proved, would not constitute sexual harassment as defined above.
- The conduct alleged did not occur in the School's education program or activity, or against a person in the United States.
- Complainant notifies the Title IX Coordinator in writing that the Complainant would like to withdraw the complaint or any allegations therein.
- Respondent is no longer enrolled or employed by the School.
- Specific circumstances prevent the School from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.

### **Live Hearing**

If an informal resolution is not reached or is not warranted by the circumstances, within 45 days after receiving the investigative report, the School will schedule a live hearing before a decision-maker chosen by the School. At the live hearing, the decision-maker will:

- Permit each party's advisor to ask the other party and any witnesses all relevant questions and follow-up questions, including those challenging credibility.
- Require questioning and cross-examination to be conducted directly, orally, and in real time by the party's advisor and never by a party personally.
- Evaluate each question asked to determine its relevance before it is answered by a party or witness. If a question is deemed irrelevant and is excluded, the decision-maker will explain why.
- Prohibit as irrelevant, questions and evidence about Complainant's prior sexual behavior unless offered to prove that someone other than Respondent committed the alleged misconduct or offered to prove consent based on prior sexual behavior with Respondent.
- Not rely on any statement of a party or witness who does not submit to cross-examination at the live hearing in reaching a determination regarding responsibility.
- Not draw an inference about the determination regarding responsibility based solely on a party's or witness' absence from the live hearing or refusal to answer questions.
- Ensure that an audio, audiovisual, or transcript of the live hearing is created, which will be made available to the parties for inspection and review.

If a party does not have an advisor present at the live hearing, the School will provide, without fee or charge to that party, an advisor of the School's choice who may be, but is not required to be, an attorney, to conduct cross-examination on behalf of that party.

At the request of either party, the School will provide for the entire live hearing (including cross-examination) to occur with the parties located in separate rooms with technology enabling the parties to see and hear each other. This may be on campus or off-campus at the School's sole discretion. Additionally, at the School's discretion, the live hearing may be conducted with all parties physically present in the same geographic location or any or all parties, witnesses, and other participants appearing virtually.

Any decisions to suspend or to continue the live hearing once it has begun shall be made at the sole discretion of the School in consultation between the decision-maker and the Title IX Coordinator.

### **Written Determination**

Within 30 days after the conclusion of the live hearing, the decision-maker will issue a written determination regarding responsibility including:

- Identification of the allegations potentially constituting sexual harassment.
- A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews, site visits, methods used to gather other evidence and hearings held.
- Findings of fact supporting the determination.
- Conclusions regarding the application of the School's Student Code of Conduct to the facts.
- A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility.
- A statement of any disciplinary sanctions imposed on Respondent and any remedies designed to restore or preserve equal access to the School's education program or activity for Complainant.
- The School's procedures and permissible basis for filing an appeal.

### **Remedies and Disciplinary Sanctions**

If Respondent is found responsible for the alleged conduct violation, possible remedies the School may provide Complainant include:

- Permanent no contact order while both students are enrolled.
- Continuing supportive measures as deemed necessary to ensure equal access to education.

Possible disciplinary sanctions the School may impose on Respondent include:

- 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.

- Formal administrative probation and permanent notation on the student’s transcript of an “administrative probation.”
- Suspension from classes and other Thomas Jefferson School of Law privileges for one or more semesters.
- Administrative dismissal.

### **Appeal Process**

Within 30 days of receiving the written determination of responsibility, or within 30 days of the School dismissing a formal complaint or any allegations therein, either party may file an appeal with the Dean of the School. The Appeal must be in writing and must include a detailed explanation of one of the following bases for the appeal:

- Procedural irregularity that affected the outcome of the matter.
- New evidence that was not reasonably available at the time the determination or dismissal was made that could affect the outcome of the matter.
- The Title IX Coordinator, investigator, or decision-maker had a conflict of interest or bias for or against Complainants or Respondents generally or the individual parties in the matter that affected the outcome.

Once an appeal is received, the other party will be notified in writing. Both parties will have the opportunity to submit a written statement in support of, or challenging, the written determination or dismissal.

All such appeals will be resolved within 60 days of the filing in a written decision provided simultaneously to both parties.

### **Protection Against Retaliation**

The School prohibits retaliation against anyone for making a report of sexual harassment or filing a formal complaint. This includes acts of intimidation, threats, coercion or discrimination against an individual for the purpose of interfering with their Title IX rights or because the individual filed a complaint, testified, participated, or refused to participate in a Title IX proceeding. No employee or student is exempt from this policy.

The School will do its best to keep the identity of complainants, respondents, and witnesses confidential except as permitted by FERPA, as required by law, or as necessary to carry out the Title IX proceeding. Any complaints alleging retaliation may be filed with the Title IX Coordinator and will be promptly addressed.

**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.

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 K – Diversity & Inclusion Policy**

Thomas Jefferson School of Law is strongly committed to fostering a diverse and inclusive environment where everyone is valued and supported so that everyone has the opportunity to thrive. The Law School respects all types of diversity and also recognizes the particular history of traditionally marginalized groups.

The School has a dynamic and vibrant law school community in part due to its tremendous diversity. Community members come from many different cultures and regions, and identify with many different races, ethnicities, sexual orientations, gender identities, and religions. Typically, our student body is over half students of color and over half women. Students bring a wide range of life experiences. The discussions and relationships that spring from bringing such diverse perspectives together in one place, where important issues in law and society are discussed every day, enrich the community in lasting ways. This is one of the reasons the School's mission includes providing an outstanding legal education for a diverse student body. Learning from and working with others from a rich array of different backgrounds is critical to becoming an effective lawyer in an increasingly globalized society.

In support of this mission, all community members are expected to embrace inclusion and help to promote an environment of mutual respect. The study of law, particularly in a time of division across the country, benefits from a truly collegial and supportive environment, where all types of diversity are embraced and welcomed. Diversity, of course, includes many dimensions: race, ethnicity, gender, gender identity and expression, national origin, religion, ancestry, age, marital status, veteran status, disability and more. The School strives to be a place where all types of diversity are respected, and discrimination on these bases is not tolerated. Diversity is only the first step: to truly create a community, we must be inclusive as well.

The School's policies against discrimination and harassment play important roles, but nothing is as important as the effort of all members of the community to cultivate an inclusive mindset and to be accepting of all backgrounds and life experiences. The School invites all community members with concerns or ideas for fostering a more diverse and inclusive environment to contact the Dean, Associate Dean for Academic Affairs or Director of Student Affairs.

## **APPENDIX L – Procedures for Student Complaints**

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 M – Information Technology Resources**

Thomas Jefferson provides various Technology Resources to students to assist them in their educational progress. Each student has a responsibility to use the School's Technology Resources in a manner that increases productivity, is consistent with the School's policies, and is respectful of other students. Failure to follow the School's policies regarding its Technology Resources may lead to disciplinary measures, up to and including dismissal from law school.

### **Technology Resources Definition**

"Technology Resources" consist of all electronic devices, software, file servers, and means of electronic communication owned or controlled by Thomas Jefferson School of Law including, but not limited to, the following: computers; computer hardware such as disk drives and tape drives; peripheral equipment such as printers, modems, fax machines, and copiers; computer software applications and associated files and data, including software that grants access to external services, such as the internet and local area network (LAN); electronic mail accounts provided by the School; and voicemail systems.

### **Authorization**

Access to the School's Technology Resources is within the sole discretion of the School. Generally, students are given access to the School's various Technology Resources located throughout the campus such as on the second floor and in the Library, to enhance their learning, as well as an email address that ends in tjsl.edu.

### **Prohibition Against Violating Copyright Laws**

Students must not use the School's Technology Resources to copy, retrieve, forward or send copyrighted materials unless the student has the author's permission.

### **Prohibition Against Harassing, Discriminatory, and Defamatory Use**

The School is aware that students use electronic mail for correspondence that is less formal than written memoranda. Students must take care, however, not to let informality degenerate into improper use. As set forth more fully in the School's "Policy Against Harassment" and "Anti-Discrimination Policy," the School does not tolerate discrimination or harassment. Under no circumstances may students use the School's Technology Resources to transmit, receive, or store any information that is discriminatory, harassing, or defamatory in any way (e.g., sexually-explicit or racial messages, jokes, or cartoons).

### **The Internet and Online Services**

The School provides students access to online services such as the internet. The School expects that students will use these services in a responsible way, principally for education-related purposes. Under no circumstances are students permitted to use the School's Technology Resources to access, download, contribute, or participate in peer to peer file sharing. All file sharing programs must be disabled before coming to campus. If you need assistance disabling file sharing programs, please stop by the IT Help Desk.

**Privacy**

Although the School does not wish to examine personal information of its students, on occasion the School may need to access its Technology Resources, including computer files, electronic-mail messages, and voicemail messages. Students should understand, therefore, that they have no right of privacy with respect to any messages or information created or maintained on the School's Technology Resources, including what might have been thought to be personal information or messages. The School may, at its discretion, inspect all files or messages on its Technology Resources at any time for any reason. In particular, the School may monitor its Technology Resources at any time in order to determine compliance with its policies, for purposes of legal proceedings, to investigate misconduct, to locate information, or for any other business purpose.

**Software Use; License Restrictions**

All software in use on the School's Technology Resources is officially licensed software. No software is to be installed or used that has not been duly paid for and licensed appropriately for the use to which it is being put. No student may load any software on the School's computers, by any means of transmission, unless authorized in writing in advance by the School's Director of Information Technology, and thoroughly scanned for viruses.

## **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 at academics@tjssl.edu; 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. Grade change requests are addressed in Part IV, Section E.
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 submissions.
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 petitioning student, the APC’s decision will be final. A student whose petition is denied must comply with the academic policy in question.