



**OPEN SESSION  
AGENDA ITEM V.C.  
OCTOBER 2023  
COMMITTEE OF BAR EXAMINERS**

**DATE:** October 13, 2023

**TO:** Members, Committee of Bar Examiners

**FROM:** Natalie Leonard, Principal Program Analyst, Office of Admissions

**SUBJECT:** Action on Progress Report – Peoples College of Law

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**EXECUTIVE SUMMARY**

The Committee of Bar Examiners (committee) placed Peoples College of Law (PCL) on probation effective December 2, 2022 through May 30, 2024, and directed the law school to file monthly progress reports on the first day of each month during its probation. Since the last committee meeting, PCL filed timely progress reports on September 11, 2023 and October 2, 2023, (Attachments A and B) and the law school is scheduled to undergo an inspection taking place on October 10 and 17, 2023. A report resulting from this inspection is scheduled for review by the Committee in December 2023. (Attachments A-B).

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**BACKGROUND**

Peoples College of Law is a registered, unaccredited fixed-facility law school founded in 1974 and located in Los Angeles, California. It is a stand-alone law school and solely offers a JD program. Volunteer faculty teach the students in a building owned by the law school. (PCL 2022 Annual Report). During the fall 2022 term, PCL enrolled 21 students (9 1L; 9 2L; 2 3L; and 1 4L); during the spring 2022 term, PCL enrolled 14 students (4 1L; 7 2L; 2 3L; 1 4L). ([Jan. 2023 Cal. Bus. & Prof. Code section 6061.7\(a\) disclosure; email from Peoples College of Law Administrator, March 24, 2023, 5:45 p.m.](#)).

## SUMMMARY OF PROBATION CONDITIONS

### Probation Order

On December 2, 2022, because the law school did not show continued compliance in the areas identified as recommendations in its most recent inspection report, the committee placed PCL on probation through May 30, 2024. ([Item O-400](#), Committee of Bar Examiners Meeting, Dec. 2, 2022), adopting the following motion:

**RESOLVED**, that the Committee of Bar Examiners finds that Peoples College of Law is not in compliance with the unaccredited law school rules, but it has made perceptible progress toward compliance.

**FURTHER RESOLVED**, that the committee places the law school on probation through and including May 30, 2024, with the understanding that the law school must demonstrate that sufficient progress has been made toward compliance, or its registration as an unaccredited law school will be withdrawn, with the law school's progress to be reviewed at the committee meeting in October 2023 and April 2024, and agree to submit to annual inspections thereafter until the committee is satisfied that compliance is likely to be sustained.

**FURTHER RESOLVED**, that the law school be directed to provide monthly progress reports to the State Bar on the first of the month as to each element of probation during the full term of probation, and to provide a self-study and submit to an inspection in 2023.

**FURTHER RESOLVED**, that the law school be directed to clearly advise the public, prospective students, and current students of its status on probation affirmatively and clearly, including attaching a copy of the probationary terms to student disclosures, web disclosures, the web home page, and communications shared with prospective students.

**FURTHER RESOLVED**, that the committee reserves the right to terminate this probation prior to its scheduled conclusion if the law school fails to make or sustain adequate progress.

([Committee of Bar Examiners' Minutes, December 2, 2022 Meeting](#)).

### March 2023 Motion

Though the committee's original order contemplated a review in October 2024, PCL "request[ed] that the State Bar send to PCL a written statement stating precisely what PCL has done or failed to do that the Bar believes PCL is not in compliance with any rules, guidelines, statutes or other regulatory requirements, and precisely what the Bar requires or wants PCL to do with respect to each item of noncompliance" in a letter dated March 1, 2023.

At its March 2023 meeting, the committee responded to PCL's letter by confirming that, consistent with its prior directives issued since 2020, PCL's progress reports must include status as to "each element of probation," which is each recommendation noted in its 2020 inspection

report<sup>1</sup>. The committee also confirmed that in areas where PCL had demonstrated compliance following the 2020 inspection report, PCL must sustain compliance and avoid falling out of compliance with other rules or guidelines. If the law school falls out of compliance, it must include a plan and timeline to come into compliance in that area in the monthly progress report. As a courtesy, the committee provided the law school with another copy of each of the recommendations from the 2020 inspection report and a summary of PCL's compliance or lack thereof for each recommendation (derived generally from their prior submissions). (See [O-402 Attachment E](#), Committee of Bar Examiners Meeting, March 24, 2023).

The committee also reviewed PCL's January, February, and March 2023 progress reports and requested more information to give the law school another opportunity to demonstrate whether its disclosure practices comply with Rule 4.241 and California Business and Professions Code section 6061.

The committee adopted the following motion at its March 2023 meeting, extending the deadline for the April 2023 progress report to April 4 as a one-time courtesy:

**MOVE**, that the Committee of Bar Examiners receive and file the probationary reports filed by Peoples College of Law in January, February, and March 2023.

**FURTHER MOVE**, that in response to Peoples College of Law's March 2023 letter seeking information as to its compliance status and required actions, staff transmit to the law school the annotated summary and restatement of the probationary order set forth in Attachment E (amended to be due, EOD, April 4).

**FURTHER MOVE**, that the committee direct the law school to take prompt action to establish full compliance and take the actions noted in Attachment E, as well as any other steps necessary to avoid noncompliance with any other Rule or Guideline, and to provide an update and documentation in its April 2023 progress report. If the law school cannot document compliance in a particular area, the law school must provide an explanation and detailed, documented timeline and action plan as to when compliance is expected to be achieved.

**FURTHER MOVE**, that Peoples College of Law must clearly and fully document compliance with Rule 4.241 and California Business and Professions Code section 6061 in its April 2023 progress report by providing evidence that the procedures set forth in California Business and Professions Code [section] 6061 and Rule 4.241 were followed or that refunds were issued. Failure to do so will be taken as evidence of noncompliance and the committee may move to terminate the law school's registration.

(Committee of Bar Examiners' Meeting, March 24, 2023, adopted motion posted onscreen, posted via meeting recording).

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<sup>1</sup> Prior to the imposition of probation, PCL was already required to write annual progress reports addressing each recommendation identified in the law school's inspection report. ([Minutes of Meeting of August 20, 2020 Meeting](#), Adopted at Committee of Bar Examiners Meeting, October 16, 2020).

## April 2023 Motion

The law school's April progress report included timelines in some areas but not others, and continued to omit topics requested. After reviewing the report, the committee adopted the following motion at its April 2023 meeting, urging the law school to file complete, consistent reports with timelines. The committee also asked a series of specific questions related to disclosures and providing notice to students about the law school's probationary condition and disclosure compliance, and repeated its admonishment to the law school to maintain full compliance with disclosure requirements:

**MOVE**, that the Committee of Bar Examiners receive, and file Peoples College of Law's probationary progress report filed in part on April 1, 2023 and in part on April 5, 2023.

**FURTHER MOVE**, that the committee advises that the submission of late, incomplete, or inconsistent progress reports will contribute to the committee's assessment of whether the law school is able to achieve and sustain compliance.

**FURTHER MOVE**, that the law school be directed to document compliance status as to Rule 4.241 and California Business and Professions Code section 6061 in its May 2023 progress report, including documenting: 1) whether the law school provided the specified law student with a disclosure for the spring 2020 term; 2) whether it has received a signed disclosure from the student who did not sign a disclosures for the fall 2022 term as of the date of the April 2023 progress report; 3) whether that the law school has "clearly advis[ed] the public, prospective students, and current students of its status on probation affirmatively and clearly, including attaching a copy of the probationary terms to student disclosures;" 4) whether it refunded the tuition of the students who made a payment prior to receiving a disclosure, or a full explanation for each of those students as to why the refund was not issued; 5) providing consistent and complete information, including any disclosures omitted from the April 2023 progress report; and 6) explaining discrepancies between the disclosure status charts provided in March 2023 and April 2023.

**FURTHER MOVE**, that the law school continue to be directed to take prompt action to establish full compliance and take the actions noted in Attachment E from the committee's March 2023 meeting, as well as any other steps necessary to avoid noncompliance with any other Rule or Guideline, and to provide evidence of this in its May 2023 progress report. If the law school cannot document compliance in a particular area, the law school must provide an explanation and detailed, documented timeline and action plan as to when compliance is expected to be achieved.

## June 2023 Motion

In June 2023, the committee reviewed the law school's May and June 2023 progress reports, noting that the reports were not responsive to the questions provided in April, timelines were

extended without explanation, and insufficient data was provided for the committee to evaluate the law school's planned sale of its building. The committee passed the following motion:

**FURTHER MOVE**, that the committee again remind PCL that the submission of late, incomplete, or inconsistent progress reports will contribute to the committee's assessment of whether PCL is able to achieve and sustain compliance.

**FURTHER MOVE**, that the law school update the committee as to its compliance in general, but in particular with Rule 4.241 and California Business and Professions Code 6061.7(a), requested since January, for which failure to comply can result in termination of registration.

**FURTHER MOVE**, that the law school be directed to file, as soon as possible and no later than its July 1, 2023 progress report, a motion for permanent change to the distance learning category if it intends teach classes online in fall 2023, or alternatively affirm in its July 1, 2023 progress report that it will be teaching classes in-person in a fixed-facility in fall 2023, with the understanding that the law school will not be permitted to change to the distance learning category until a proper motion has been reviewed and approved by this committee.

**FURTHER MOVE**, the law school is directed to supplement its major change request to change its administrative office as soon as possible and no later than its July 1, 2023 progress report with sufficient detail for the committee to evaluate the proposal including: 1) confirming its category and providing a separate major change request if that category is distance or correspondence instead of the current fixed-facility; 2) documenting its plans to fulfill the library required by its category choice; 3) describing the contingency plan if a space is not found; 4) documenting the criteria being used to seek a permanent location and the location in which classes will be taught in fall 2023; and 5) documenting how those criteria are appropriate for the category selected, whether fixed-facility or distance learning. The law school will not be permitted to change its administrative headquarters until a proper motion has been reviewed and approved by the committee.

**FURTHER MOVE**, that consistent with the committee's guidance in March 2023, PCL should be reminded of its responsibility to take prompt action to establish full compliance, as well as any other steps necessary to avoid noncompliance with any other rule or guideline, and to provide evidence of this in its July 2023 progress report. If the law school cannot document compliance in a particular area, the law school must provide an explanation and detailed, documented timeline and action plan as to when compliance is expected to be achieved.

**FURTHER MOVE**, that the law school be required to provide a copy of this order to all current and prospective students until further notice, and post this motion

prominently on its website home page along with the original probationary order, and attach this motion to student disclosures.

**FURTHER MOVE**, that all outstanding requests and compliance actions, except as noted, must be completed and documented by the law school in the August 1, 2023 progress report.

### **August 2023 Motion**

At the committee's August meeting, PCL's July and August progress reports were reviewed, noting a number of material inconsistencies and omissions and frequent strategy changes. The law school did not meet the committee's deadline as to filing a major change as to location of headquarters though its building was already in escrow, but filed an incomplete report in response to staff reminders. Ultimately, while the building remains in escrow, the law school began classes in its current space for the fall 2023 quarter. The law school projected that it would complete habitability repairs and receive required books by the first day of fall 2023 classes, and later advised that it did so. Refunds were also provided to students eligible to receive them.

During the month, it was also determined that at least one student's transcript lacked two courses they had taken, and the committee asked the law school to review its current transcripts. The committee passed the following motion:

### **PROPOSED MOTION**

Should the Committee of Bar Examiners agree with the staff recommendation, the following motion should be made:

**MOVE**, that the Committee of Bar Examiners receive and file Peoples College of Law's July 2023 and August 2023 progress reports, reminding PCL that submission of late, incomplete, or inconsistent progress reports will contribute to the committee's assessment of whether PCL is able to achieve and sustain compliance.

**FURTHER MOVE**, that the committee direct PCL to update the committee as to its compliance in general, and as to each aspect noted above, including confirming whether any additional refunds are due pursuant to rule 4.241, and explaining why at least one student was not included on its original refund list when the law school was aware that a refund was due for that student.

**FURTHER MOVE**, that the committee direct the law school to conduct an immediate analysis to determine whether the transcripts are correct and complete for each student who has attended the law school for any period of time since summer 2020, offering each student or former student the chance to review their transcript for accuracy, and providing results of the analysis to the committee in the September 1, 2023 progress report, advising whether each

student's transcript is now correct, or identifying the changes that are still under review and the timeline for completion of the review.

**FURTHER MOVE**, that the committee direct the law school update the committee no later than the September progress report progress report as to its space plans and provide documentation of its right to access the space, filing a timely major change as soon as practicable.

**FURTHER MOVE**, that the committee direct the law school to be prepared to undergo the inspection contemplated by its probation terms, to be conducted as soon as staff can assemble the inspection team, relying upon the law school's progress reports, newly redesigned website, and updated catalog in lieu of a traditional self-study, as these documents should fully describe the law school's best efforts to sustain compliance in full detail.

## **DISCUSSION**

### **FALL 2023 QUARTER EVENTS**

#### **PCL Appoints an Interim Dean**

The law school submitted its September and October progress reports timely. Dean Edith Pomposo submitted the September report, and then began voluntary leave on September 13, 2023.

Interim Dean Ana Maria Lobos began her service on September 28, 2023 and submitted the law school's October report.

#### **Issues Reported Related to the Start of Fall 2023 Quarter**

During the fall quarter, two students contacted the State Bar with issues related to the start of the fall semester. In particular, the professors for the fall quarter were not identified until the start of class, one class started without a syllabus, and the professor from a class became unavailable, causing the law school to recruit another professor and change the course being offered. Staff followed up with the school to verify these events.

Currently, the law school enrolls seven students.

#### **PCL Fall Classes Start in Current Headquarters**

While the law school placed its building in escrow in June 2023, set to close no later than May 2024, classes began on time in its current location. The law school completed several significant repairs to the building in time for the start of classes, as detailed in the progress report. It also received and shelved the books for the library, which appear to be in the space rented to the first-floor tenants, but accessible to the students.

PCL continues to search for space for the future, and is aware of a need to complete its major change request to the Committee.

### **Inspection Taking Place in October 2023**

In August, the law school was informed that its inspection would be set for October. When the current dean went on leave, in addition to the issues above, several deliverables related to the inspection were overdue, and the law school was not on track to provide their next deliverables on September 15. Staff reviewed the overdue items with the law school and most items were provided on September 28.

The inspection is scheduled to take place on October 10 and 17, 2023, with a report to be shared with the committee in December.

### **PCL'S SEPTEMBER AND OCTOBER PROGRESS REPORTS SUMMARIZED**

The September and October 2023 progress reports are helpful, but appear to omit lack follow up on key issues previously identified by the committee and staff, as noted below, as well as other issues reported by students.

Key remaining compliance issues are summarized below.

#### **Item 1 Testing Accommodations**

PCL has improved the instructions and timetable for applying for testing accommodations, and the State Bar has not received any new complaints in this area since the last meeting. The law school has not provided an update as to the student complaint it is researching in this area, last providing an update in May 2023.

#### **Item 2/4 Disclosures**

The law school's web disclosure is currently correct.

The law school advised in the September report that it was continuing to review its records to determine whether it had properly provided rule 4.241 disclosures and projected to complete the review by September 25, 2023. The October report did not provide status as to this project. The report also did not explain why, when asked to research the records of a specific student in December 2022, the law school did not research the request until August, and began research into its bank records for that student at that time after significant delay.

#### **Item 7 Secure Testing**

The law school now uses security software or live proctoring for exams. Its progress reports still have not responded to questions posed in June 2023 regarding its policy under which an instructor may delay exams at their discretion for one or more students. The procedure does not



appear to have limitations related to timing, fairness, or examination security. The law school must evaluate this policy for compliance, and make any necessary adjustments.

#### **Item 10 Staffing**

In August, the law school admits continuing noncompliance in this area. Its prior plan expected staff to be hired by mid-August 2023.

Regarding the law school's plan to hire additional staff by August 2023, it appears that contractors focused on fundraising have been hired, but it is unclear whether they were hired according to the job descriptions and plans previously submitted or not. The school is under the leadership of an interim dean who began work on September 28, 2023. She does not yet have a phone number or any scheduled office hours, but advised that this will be adjusted soon.

Regarding faculty staffing, the law school continues to have at least one professor turn in grades late each term. One faculty member became unavailable for unspecified reasons as the quarter began, and students started the term without knowing which class they would be taking or who would be teaching. During the first week, a new professor was procured and different course that originally announced was offered. Professors continue to serve on a volunteer basis, which is allowed, but may be contributing these issues. The law school advises that faculty retention overall, however, has recently improved.

All but one faculty member provided syllabi at the start of class, raising questions as to whether there is any oversight or quality control for the course material.

This information regarding scheduling and faculty issues was reported from students and confirmed by the law school.

#### **Item 11 Faculty Evaluation**

The law school previously represented that its faculty evaluations would be fully administered by mid-July 2023. The subsequent reports do not advise whether the administration is conducting any evaluations, beyond collecting student feedback.

#### **Item 13 Clinical Courses**

The committee has previously asked the law school to identify who is overseeing students' clinical work currently, since PCL's policy describes a temporary procedure implemented by a prior dean, but does not describe what is being done now. In the June 2023 report, the law school advised that the policy related to clinical course oversight is not compliant, but a compliant policy will be created during summer 2023. The law school has not documented subsequent adoption or implementation of a compliant procedure.

Currently, the law school is unable to determine who was enrolled in at least one prior clinic. It also needed to hold an emergency meeting to determine how credit was awarded for prior clinic classes.

The law school did not hold clinics during summer 2023, but it will need to take care to administer future clinics in a compliant manner.

#### **Item 14 Grade Review**

As previously discussed, the law school has posted a policy for grade review, as well as the form to institute a grade review. The June 2023 report advises in that “[t]he revision [to the school’s current policy] adds the requirement that student examinations papers, as well as grades, must be reviewed and approved by the Dean or other legal educator before grades are posted. Adoption of a revision is scheduled to be considered at the next meeting of our board of directors,” but does not list the date, the qualification of the reviewers, or the methods used.

The law school’s progress reports do not advise whether the revision was adopted, and describe a process whose steps and owners are not specified.

#### **Item 16 Course Repetition**

As has been raised in prior reports, while PCL updated its course repetition policy in some respects, this policy contains a provision that allows a student who earned a failing grade could raise the grade by doing extra credit or repeating the final. This provision is not consistent with guideline 2.9(B) which provides that “[a] law school must adopt written policies on examinations and grading that are fair and . . . [g]rades should indicate . . . the student’s level of achievement.” Here, the law school has had an issue with grade inflation that has spanned several inspections, resulting in grades that did not realistically help students assess their progress, and this practice may contribute to that issue. The law school has not reviewed the policy for compliance.

#### **Item 18 Library**

Here, PCL represents that the required library books have arrived and are housed on the first floor of its building in space shared with another tenant, and compliance will be confirmed as part of the inspection.

#### **Item 19 Record Storage**

The law school admits that it is not in compliance in this area, and has not provided a timeline as to full compliance. Faculty files are not updated, though the required materials are requested up front for new faculty. The law school is working on building the five-year repository of exams required, but a specific timeline was not noted.

Recordkeeping issues also appears to be continuing in a number of areas.

Most recently, the law school completed a review of transcripts at the State Bar’s request. Several errors were noted in the progress report, and were advised to be a complete list of transcript changes. Yet, another student advised that her transcript contained a course that she had

dropped and a change was required, but the school did not appear to include this in its list. It is unknown if other changes were unreported.

Regarding student communication, the law school has not responded to staff requests to provide evidence of the communication it used to advise one law student awaiting a fourth-year program, other than to provide a list of the courses to the student in June 2023.

A new copy of the handbook appears to have been posted on the law school's website, but this was not discussed in the law school's progress reports.

### **PCL Describes Some Improvement**

PCL filed timely progress reports in September and October 2023.

The law school also completed needed repairs on its instructional space that allowed the space to be used for the start of classes.

PCL advises that it secured all required library volumes.

### **COMPLIANCE CONCERNS REMAIN**

The law school has been on probation since December 2022, filing monthly progress reports. The goal of the probation was to take steps to establish compliance quickly, and then use the subsequent progress reports to document compliance.

Instead, the number of topics in which compliance issues remain has not reduced, other than the updating of the law school's library. Foundational issues continue to be identified by staff, rather than the law school. Reports omit data requested or leave requests unanswered over multiple reports.

It is hoped that future reports will address all outstanding questions in a complete manner with transparency, including relevant facts.

The law school's inspection reports will be helpful to the committee when monitoring the law school's compliance status.

### **RECOMMENDATIONS**

It is recommended that the Committee of Bar Examiners receive and file Peoples College of Law's August 2023 and September 2023 progress reports, reminding PCL that submission of late, incomplete, or inconsistent progress reports will contribute to the committee's assessment of whether PCL is able to achieve and sustain compliance.

It is further recommended that the committee direct the law school to continue its analysis of transcripts to determine whether the transcripts are correct and complete for each student who has attended the law school for any period of time since summer 2020, offering each

student or former student the chance to review their transcript. This includes contacting alumni who have not yet responded, and determining which students completed summer clinics. The results should be included in the law school's November 1, 2023 progress report, identifying status, the transcripts that are still under review, and the timeline for completion of the review.

It is further recommended that the committee direct the law school to continue to update the committee as soon as practicable on its plan to locate new space and to file the required major change, since the building is already in escrow for sale.

It is further recommended that the committee direct the law school to continue to cooperate with the inspection team, providing information in a forthright manner that will assist the team to evaluate the law school's compliance status throughout the probation period.

## **PROPOSED MOTION**

Should the Committee of Bar Examiners agree with the staff recommendation, the following motion should be made:

**MOVE**, that the Committee of Bar Examiners receive and file Peoples College of Law's August 2023 and September 2023 progress reports, reminding PCL that submission of late, incomplete, or inconsistent progress reports will contribute to the committee's assessment of whether PCL is able to achieve and sustain compliance.

**FURTHER MOVE**, that the committee direct PCL to update the committee as to its compliance in general, and as to each open issue noted in the staff report, as part of the law school's November progress report.

**FURTHER MOVE**, that the committee direct the law school to continue its analysis of transcripts to determine whether the transcripts are correct and complete for each student who has attended the law school for any period of time since summer 2020, offering each student or former student the chance to review their transcript. This includes contacting alumni who have not yet responded, and determining which students completed summer clinics. The results should be included in the law school's November 1, 2023 progress report, identifying status, the transcripts that are still under review, and the timeline for completion of the review.

**FURTHER MOVE**, that the committee direct the law school to continue to update the committee as soon as practicable on its plan to locate new space and to file the required major change, since the building is already in escrow for sale.

**FURTHER MOVE**, that the committee direct the law school to continue to cooperate with the inspection team, providing information in a forthright manner that will assist the team to evaluate the law school's compliance status throughout the probation period.

## **ATTACHMENTS LIST**

- A. September 1, 2023 Peoples College of Law Progress Report

B. October 1, 2023 Peoples College of Law Progress Report



# People's College of Law

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*"Over 48 Years of Educating People's Lawyers"*

Hector C. Peña, J.D. – President

Edith Pomposo, J.D., LL.M – Dean

September 1, 2023

Dear Natalie,

I have attached the monthly progress report, as well as the outstanding items and necessary attachments for your review. Please let me know if you need any further information or assistance.

Thank you for your guidance while we work to sustain compliance.

Attachment A: proof of space ownership

Attachment B: renovation correspondence

Attachment C: transcript mailing receipt

Sincerely,

Edith Pomposo, J.D., LL.M

Dean

Peoples College of Law

PEOPLE'S COLLEGE OF LAW

(ORIGINAL) NOVEMBER 2021 PROGRESS REPORT

ON COMPLIANCE WITH RECOMMENDATIONS

IN STATE BAR INSPECTION REPORT OF 2020

Updated September 1, 2023

**RECOMMENDED MANDATORY ACTIONS IN 2020 INSPECTION REPORT 1.**

**Guidelines 1.9 and 2.10:**

**Bar's Inspection Report**

“To achieve full compliance, the school should demonstrate that it has adopted adequate procedures to properly document applications for accommodations and decisions in student files, to secure health records against unauthorized disclosure, and to effectively administer the school's privacy policy. ***Subsequent to the inspection, the school adopted a compliant policy and provided the State Bar with a copy of that policy.***”

**PCL'S Progress Report**

As noted in the Inspection Report, PCL adopted a compliant policy some months ago. One provision of the policy is: “Once each calendar month, the Administrator shall distribute a reminder of this Student Privacy Policy, with its full contents, to the Registrar, the Dean, and all officers, members of committees, members of the Community Board, employees and Faculty Members, by automatically scheduled email or otherwise.” Starting at the beginning of this academic year, we have complied by distributing the policy by email every month to the required recipients. Our Student Information System, Populi, has been distributing it automatically on the first of every month to every student by sending them an individual email and copying the Administrator.

**PCL'S Updated progress report as of 3/1/23:**

PCL is waiting to be scheduled with the outsourced IT company for March 2023. We have tendered a deposit and we are waiting for a proposed project completion date from the IT company. Since the project was delayed in the winter, I am now requesting an expected completion date from the company and will also oversee this project.

The technology upgrade to Squarespace will remedy many of the process problems the organization has had in the past. Once Squarespace is upgraded members of our organization will be able to edit the website without the need for programming experience, or delays of waiting for programmers to update the website. Squarespace is user-friendly and designed as a do-it-yourself platform.

Once Squarespace is implemented, we plan to have a student services page where students can obtain information on how to access peer-to-peer tutoring, applying for disability accommodations (with timelines, forms required, data protection policies, etc), baby bar preparation program, enrolling for classes, etc.

Improving the delivery of information via Squarespace will be tremendously impactful for our organizational process improvement. This will eliminate the time spent on answering emails about the process, where the information can be easily made accessible on the website.

Given that PCL has had problems with the information to students not being readily accessible. The plan is to integrate a secured electronic form on the website in which students can apply for accommodations. Upon submitting the form, the students can expect an automated email that will have the expected timeline from which they can receive a determination.

A well-implemented technology plan will help maintain an orderly and more efficient working environment.

#### **PCL'S Updated progress report as of 4/1/23:**

PCL is in the process of implementing the technology plan. The technology plan implementation is about 50% completed. The outsourced contractor has successfully migrated the emails belonging to PCL administration from the Ipower host to Gsuite. The accessibility of Gsuite products will allow the school to run more effectively. Gsuite products will be quite useful in memorializing day-to-day office procedures in google drive. Google collaborative tools will allow PCL staff to run the office seamlessly. Google forms and Google docs will be quite useful in data collection.

The remaining 50% of the technology plan is currently in progress, which includes migrating the website to Squarespace as mentioned above. The student services page which will address the procedure to obtain accommodations will be created shortly after the migration. The estimated completion time frame of migrating the website from WordPress to Squarespace is seven to ten days.

#### **PCL'S Updated progress report as of 5/1/23:**

PCL's new website was launched on April 28, 2023. The website looks identical to the previous one with one major change. PCL staff members, faculty, and board members can now have access to making changes on the website. Squarespace provides software as a service (SaS) for website building and hosting. This allows users to use pre-built website templates and drag-and-drop elements to create and modify web pages. No prior experience is necessary for website development needed to create and update the website.



The goal is to create a webpage that specifically delineates the accommodations procedure, policy, and timelines. Forms will be made available on the website on its respective page and the information made available to the students.

The time expected for the update of the website is about six weeks. We are creating the webpage in house, as such, it will take some time to brainstorm, design, create, test, launch and implement.

### **PCL'S Updated progress report as of 6/1/23:**

We have made significant progress in ensuring the school's adherence to regulations and privacy policies.

First, we are pleased to announce that our new website was successfully launched on April 28, 2023. This development enables PCL staff members, faculty, and board members to access and make necessary changes to the website.

To facilitate website management, we have utilized Squarespace, a software-as-a-service (SaaS) platform for website building and hosting. This intuitive platform offers pre-built templates and drag-and-drop elements, making website creation and modification accessible to users without prior development experience.

We are particularly excited to introduce the student services page on our website. This page serves as a valuable resource for students seeking information on how to apply for disability accommodations. It provides details on timelines, required forms, and data protection policies, ensuring transparency throughout the application process.

In order to streamline the accommodation application process, we have implemented a secure electronic form on the website. This form allows students to submit their accommodation requests conveniently. Upon submission, students will receive an automated email containing the expected timeline for receiving a determination on their application.

We believe these measures address your concerns regarding documentation, data security, and privacy. PCL remains committed to continually improving our procedures and ensuring compliance with applicable regulations.

### **PCL'S Updated progress report as of 7/1/23:**

There have been no changes to the initiatives and measures outlined in the previous report. The progress reported last month remains unchanged, emphasizing our ongoing commitment to comply with regulations. Our focus continues to be on maintaining a secure and transparent environment through our new website, Squarespace platform, student services page, and secure electronic form for accommodation requests. These measures reinforce our dedication to addressing concerns regarding documentation, data security, and privacy while striving for continuous improvement.

### **PCL'S Updated progress report as of 8/1/23:**

The policy remains intact and there have not been any further changes.

### **PCL'S Updated progress report as of 9/1/23:**

The accommodations page on our website has been updated, as mentioned in the previous report. Students can access the policy and accommodations request form under the "Current Students" tab, where they will find the school policy, a timeline for the accommodations process, and a downloadable form. The administrator is ensuring all forms are complete before sending them to the dean for review.

PCL will send an email to students at the beginning of the school year reminding them to review the student handbook and to remind the students of the process for requesting accommodations.

## **2. Guideline 2.2(B)**

### **Bar's Inspection Report**

"To bring itself into full compliance, the school should demonstrate that its refund policies have been stated clearly and consistently in its publications. ***Subsequent to the inspection, the school published a single clear policy, and provided a copy of that policy to the State Bar.***"

### **PCL'S Progress Report**

As noted in the Inspection Report, PCL adopted a compliant policy some months ago. This new policy appears in our Tuition and Enrollment Agreement and our Student Handbook & Catalog. In late August and early September 2020, the students signed their Tuition and Enrollment Agreements, with the refund policy prominently displayed. At the beginning of every quarter and before they can enroll in classes, each student has to read and sign the Tuition and Enrollment Agreement, which they have again done for the Fall and Winter Quarters of 2021 (2021-2022 Academic Year). The Student Handbook & Catalog, with the new refund policy, is posted on our website.

PCL's Updated progress report as of 3/1/23:

PCL's revised warning remains in the refund policy, Section VIII, paragraph 9 (b) of the handbook.

### **PCL'S Updated progress report as of 4/1/23:**

PCL's revised warning remains in the refund policy, Section VIII, paragraph 9 (b) of the handbook. PCL is working with CBE staff on the analysis of the Fall and Winter disclosures. Data to be provided to the CBE on April 5.

**PCL'S Updated progress report as of 5/1/23:**

PCL's revised warning remains in the refund policy, Section VIII, paragraph 9 (b) of the handbook. PCL is working with CBE staff on the analysis of the Fall and Winter disclosures. Data to be provided to the CBE.

**PCL'S Updated progress report as of 6/1/23:**

PCL's revised warning remains in the refund policy, Section VIII, paragraph 9 (b) of the handbook.

**PCL'S Updated progress report as of 7/1/23:**

PCL's revised warning remains in the refund policy, Section VIII, paragraph 9 (b) of the handbook, ensuring students are aware of the refund process.

In accordance with the State Bar guidelines, PCL will process refunds for the indicated students in late August.

We have published a clear refund policy and provided a copy to the State Bar, demonstrating our commitment to clarity and consistency. Our refund policies have been updated, and refunds will be processed as per the State Bar guidelines. We have addressed the concerns raised in the Inspection Report by publishing a clear policy and sharing it with the State Bar.

**PCL'S Updated progress report as of 8/1/23:**

PCL has conducted an audit to verify Rule 4.241 compliance for all students enrolled in the 2022-2023 academic year. Based on our examination, the following non-compliant fees have been identified and are to be refunded to the respective students:

1. **REDACTED**
  - Fall 2022: REDACTED
  - Spring 2023: REDACTED

Total Refund: REDACTED  
Refund Issued on 8.01.23

2. **REDACTED**

- Spring 2023: REDACTED

Total Refund: REDACTED  
Refund Issued on 8.01.23

3. **REDACTED**

- Winter 2022: REDACTED
- Spring 2023: REDACTED

Total Refund: REDACTED  
Refund Issued on 8.01.23

4. **REDACTED**

- Spring 2023: REDACTED

Total Refund: REDACTED  
Refund Issued on 8.01.23

5. **REDACTED**

- Fall 2022: REDACTED

Total Refund: REDACTED  
Refund Issued on 8.01.23

6. **REDACTED**

- Winter 2022: REDACTED
- Spring 2023: REDACTED

Total Refund: REDACTED  
Refund Issued on 8.01.23

For a detailed breakdown of this information, please consult **Attachment A**.  
Additionally, receipts and proof of refunds are enclosed in **Attachment B**.

#### **PCL'S Updated progress report as of 9/1/23:**

As of August 1, 2023, PCL has done a complete compliance audit of Rule 4.241 and has issued the appropriate refunds for the 2022-2023 as requested by the June 2023 CBE motion. Our previous report mentioned one student who was not issued a report. This refund was not for the 2022-2023 school year. PCL is being proactive and in preparation of its October 2023 site visit, has begun auditing student records for the 2020-2021 and 2021-2022 school years. This additional audit will be complete by September 25, 2023. As appropriate, PCL will issue any potential refunds or fee reversals at the conclusion of this audit.

REDACTED REFUND NOT PAID ON August 1, 2023 (paid on August 8, 2023): On August 1, 2023, PCL was not aware that a refund was due to REDACTED pursuant rule 4.241 for the 2022-2023 school year as mandated by the CBE motion passed in June 2023 because REDACTED did not enroll for the 2022-2023 school year. Instead, PCL conducted a 4.241 audit of REDACTED records dating back to the 2020-2021 school year. Furthermore,

his account required investigation of bank records that were not available prior to August 1, 2023. REDACTED has a history of requesting refunds for tuition fees that he has not paid; therefore, prior to August 1, 2023, PCL contacted Bank of America (BoFA) to verify all payments made by or on behalf of REDACTED. At that time, a BoFA telephone representative could not verify a payment made by REDACTED on 12/31/2021. Based on this information, a refund was not due; however, PCL, believing it received erroneous information from BoFA, requested bank records that were unavailable until August 4, 2023. After reviewing the newly available bank records on the next business day on August 7, 2023, PCL verified that REDACTED made a payment on 12/31/2021. Based on this verified information, it was determined that REDACTED was owed a refund pursuant rule 4.241 and a check was issued and mailed to REDACTED the next business day on August 8, 2023. No further funds are due to REDACTED.

To ensure future compliance with Rule 4.241, PCL will strictly enforce its existing policy of requiring a signed disclosure and adhering to all requirements of rule 4.241 before allowing students to register for an academic term and creating an invoice. In addition, PCL has adopted a policy of quarterly audits to ensure the enforcement of such policy and immediate refund or reversal of fees for any payment not in compliance with Rule 4.241.

### **3. Guideline 2.3(B) Bar's Inspection Report**

"To bring itself into full compliance, the school should remove from the Catalog any electives not offered in the past three years or not expected to be offered in the next two years, and inform students in the Catalog that electives are not are taught each year, but are offered from time to time based on student interest and instructor availability. ***Subsequent to the inspection, the school updated the course list, deleting two courses that did not meet these criteria, and added the language regarding frequency.***

### **PCL'S Progress Report**

As noted in the Inspection Report, some months ago PCL came into compliance by deleting from the Student Handbook & Catalog the courses required to be deleted. Also, this past summer (2020) we had two elective courses, clinical courses on Criminal Defense and Eviction Defense. It was the second year in which the clinical course on Criminal Defense was given, the first year for Eviction Defense.

PCL's updated progress report as of 3/1/23:

PCL has remained in compliance with item #3.

#### **PCL'S Updated progress report as of 4/1/23:**

The policy remains intact and there have not been any further changes.

#### **PCL'S Updated progress report as of 5/1/23:**

The policy remains intact and there have not been any further changes.

#### **PCL'S Updated progress report as of 6/1/23:**

The policy remains intact and there have not been any further changes.

#### **PCL'S Updated progress report as of 7/1/23:**

The policy remains intact and there have not been any further changes.

#### **PCL'S Updated progress report as of 8/1/23:**

The policy remains intact and there have not been any further changes.

#### **PCL'S Updated progress report as of 9/1/23:**

As explained in the previous reports PCL came into compliance by deleting from the Student Handbook & Catalog the courses required to be deleted.

#### **4. Guideline 2.3(D)**

##### **Bar's Inspection Report**

"To bring itself into full compliance, the school should demonstrate that the disclosure statements required by Guideline 2.3(D)(1)-(3), Business and Professions Code section 6061.7, and Rule 4.241 have been implemented accurately, completely, consistently, and as mandated. ***These disclosures have been corrected and implemented.***"

##### **PCL'S Progress Report**

As noted in the Inspection Report, some months ago PCL came into compliance by correcting, revising and implementing the disclosures. Since then, the required disclosures were made in the Tuition and Enrollment Agreements signed by each student at the start of the Fall and Winter quarter. The Rule 2.3(D) disclosure has been updated to reflect the change in the principal method of instruction, a change caused by COVID-19, from physical classroom instruction to online interactive instruction. On October 18, 2020, well before the deadline in Rule 4.241, our prior Dean Ira Spiro signed and sent to the State Bar the certification of compliance required by the rule. In connection with preparation of the Annual Compliance Report, the Business and Professions Code section 6061.7 disclosure is being updated.

### **PCL's updated progress report as of 3/1/23**

In addition to the above efforts, Jostle, a technology tool is also being utilized to memorialize school operations and procedures, important deadlines, and important events.

### **PCL's updated progress report as of 4/1/23**

A report is being prepared with the requested information by the CBE and will be received no later than April 5.

### **PCL's updated progress report as of 5/1/23**

PCL submitted the report on April 5 and is now working on the follow-up questions requested by the State Bar, which will be submitted via email.

### **PCL's updated progress report as of 6/1/23**

PCL submitted the report on April 5 and is now working on the follow-up questions requested by the State Bar, in May which will be submitted via email.

### **PCL's updated progress report as of 7/1/23**

PCL has diligently addressed the need for accurate implementation of disclosure statements as mandated by Guideline 2.3(D)(1)-(3), Business and Professions Code section 6061.7, and Rule 4.241. We have taken necessary corrective measures to ensure the accurate and complete implementation of these disclosures.

Regarding the refund process, we have identified certain students who will be eligible for refunds. These students include those for whom their disclosures couldn't be located in our records, as well as those who made payments before receiving the disclosures.

We understand the importance of providing timely refunds to these eligible students and are committed to processing them in a prompt manner. As such, refunds will be issued to these students in mid to late August.

### **PCL'S Updated progress report as of 8/1/23:**

PCL has proactively ensured the accurate and complete implementation of disclosure statements as required by Guideline 2.3(D)(1)-(3), Business and Professions Code section 6061.7, and Rule 4.241. We have taken necessary corrective actions to guarantee their precise implementation.

Regarding the refund process, we have identified eligible students and issued the refunds to them.

### **PCL'S Updated progress report as of 9/1/23:**

Disclosures on the website and the handbook are up to date. As previously stated, they have been updated with the most current information. Furthermore, PCL no longer rely on volunteers for website updates and the Administration now manages and maintains our website. Furthermore, the Administration has calendared quarterly reviews of the website to ensure compliance.D

### **5. Guidelines 2.9(A)-(B) and 5.24**

#### **Bar's Inspection Report**

“To bring itself into full compliance, the school should demonstrate that the Catalog and other publications set forth the school’s academic standards and student assessment policies accurately, clearly, consistently, and as mandated. ***Subsequent to the inspection, the school provided evidence of the updates as required.***”

#### **PCL'S Progress Report**

As noted in the Inspection Report, some months ago PCL came into compliance by revising these policies as required. One of the changes in our policies has to do with student privacy. Specifically, our Student Handbook & Catalog now prohibits students from participating in proceedings involving possible academic disqualification of other students without consent of the student in jeopardy of disqualification. Likewise. it prohibits students from participating in academic grievance proceedings without the consent of the student who made the grievance.

PCL's Updated progress report as of 3/1/23:

The policy changes remain in effect and are being followed.

### **PCL'S Updated progress report as of 4/1/23:**

The policy revisions remain in effect. There is no change to report.

### **PCL'S Updated progress report as of 5/1/23:**

The policy revisions remain in effect. There is no change to the report.

### **PCL'S Updated progress report as of 6/1/23:**

The policy revisions remain in effect. There is no change to the report.

### **PCL'S Updated progress report as of 7/1/23:**

The policy revisions remain in effect. There is no change to the report.



### **PCL'S Updated progress report as of 8/1/23:**

The policy revisions remain in effect. There is no change to the report.

### **PCL'S Updated progress report as of 9/1/23:**

PCL has updated its website and publications and continues to make updates to its catalog and website.

## **6. Guideline 2.9(C) Bar's Inspection Report**

"To bring itself into full compliance, the school should adopt, publish, and implement a policy, including oversight provisions, to ensure that students are provided with written statements of the components of course grades. ***Subsequent to the inspection, the school adopted a compliant policy and provided the State Bar with a copy of that policy.***"

### **PCL'S Progress Report**

As noted in the Inspection Report, some months ago PCL came into compliance by revising the policies as required. The Dean has reviewed the syllabi that have been entered into Populi, our electronic information system, and finds that all but three professors have included, in their syllabi, written statements of the components of course grades, but two of those are pass-fail courses.

Attachment 1 to this report is examples of the statements of the components of course grades, contained in faculty members' syllabi.

PCL's Updated progress report as of 3/1/23:

The Dean continues to work with an active FCC (Faculty Curriculum Committee). The meetings are scheduled monthly as an oversight measure for continuous curriculum improvement.

Additionally, this year PCL is integrating curriculum alignment faculty meetings with the 1L faculty. The purpose of the meeting was to support the first-year exam preparation efforts taking place on Saturday, with our resource coordinator, and the academic preparation in the classroom. In the meeting held on February 24, 2023, academic pacing plans were discussed, as instructional methodologies and feedback support.

### **PCL'S Updated progress report as of 4/1/23:**

Students are provided with written statements of components of those grades. Those statements can be found in the student handbook. The student handbook is accessible

online 24 hours a day. The written statements of the components of course grades are also found in the course syllabus.

**PCL'S Updated progress report as of 5/1/23:**

The policy and procedure remains the same. There has been no change.

**PCL'S Updated progress report as of 6/1/23:**

The policy and procedure remains the same. There has been no change.

**PCL'S Updated progress report as of 7/1/23:**

The policy and procedure remains the same. There has been no change.

**PCL'S Updated progress report as of 8/1/23:**

The policy and procedure remains the same. There has been no change.

**PCL'S Updated progress report as of 9/1/23:**

As explained in previous reports students are provided with written statements of components of those grades. Those statements can be found in the student handbook. The student handbook is accessible online 24 hours a day. The written statements of the components of course grades are also found in the course syllabus.

## **7. Guideline 2.9(D)**

### **Bar's Inspection Report**

“To bring itself into full compliance, the school should adopt, publish, and implement a policy on authentication of student work, and discontinue its current practice of allowing students to take in-class exams using devices that are not protected by exam-security software. ***Subsequent to the inspection, the school advised that it is actively evaluating options to implement secure testing.***”

### **PCL'S Progress Report**

During the Fall Quarter of 2020, PCL adopted the following policy and procedures on authentication of student work:

### **POLICY/PROCEDURES TO AUTHENTICATE STUDENT WORK**

**A. Exams:** All exams must be given using Microsoft Teams. If the exam is given remotely, the monitoring function of Teams must be used. If the exam is given in the classroom, the instructor or a non-student substituting for the instructor must be present during the entire exam to monitor the students. Students who handwrite exam answers must have all their electronic devices turned off. Students who answer the exams by Teams on a computer must have all their other electronic devices turned off. If the exam is given remotely, all students must have their video activated during the entire exam, but exceptions are allowed for student who encounter technical problems that result in the student not being able to have their video activated.

(The Faculty-Curriculum Committee notes that exams are given with Microsoft Teams. Teams requires students to register for each exam. The students' exam answers are sent to the Microsoft Teams account and only accessible through Teams. When taking the exams, the students' computer screens are locked upon being opened by the student, and thus the students cannot access other materials while the test is being taken. While taking the exam, the student is observed by the exam proctor through the webcam. The students' exam answers are submitted to the proctor through the students' Microsoft Teams account.)

**B. Remote Class Participation:** In all classes given remotely every student should have their video activated during the entire class, unless the student has hardware or software issues related to their computer or internet service provider or an extraordinary circumstance.

(The Faculty-Curriculum Committee notes that online classes are given via Zoom only. The students attend class via Zoom. The students' names are shown during the class. The students are on camera during the class. Students speak during the classes, and their voices also identify them.)

#### **PCL's Updated progress report as of 3/1/23:**

The Dean continues to work with an active FCC (Faculty Curriculum Committee). The meetings are scheduled on a monthly basis as an oversight measure for continuous curriculum improvement.

Additionally, this year Pcl is integrating curriculum alignment faculty meetings with the 1L faculty. The purpose of the meeting was to support the first-year exam preparation efforts taking place on Saturday, with our resource coordinator, and the academic preparation in the classroom. In the meeting held on February 24, 2023, academic pacing plans were discussed, as instructional methodologies and feedback support.

#### **PCL'S Updated progress report as of 4/1/23:**

PCL continues its contract with Test Invite to provide testing services. Test Invite provides a platform in which students can take their exams in which exam integrity will be in place. PCL continues to use Test Invite's consulting services. Test Invite takes an

exam from PCL and individually programs each exam into their system. When the students take the exam utilizing the Test Invite system there are several features that provide for exam security for instance notification to the test proctor that another screen has been utilized, in which case the exam is immediately terminated. PCL also pays for live proctoring services in which a member of the PCL team can proctor live exams and catch any glitches or discrepancies. Students are only allowed to take exams utilizing the Test Invite software.

#### **PCI's Updated Progress Report as of 5/1/23:**

PCL continues to utilize the same policy and procedure. Test Invite is a software product that is reasonably priced compared to the Exam Soft software that larger law school utilize that have a larger student body. PCL received feedback from students that were content with the Test Invite software because it was easy to navigate. This feedback is parallel with the research found on the Test Invite software before PCL contracted with the software company.

#### **PCI's Updated Progress Report as of 6/1/23:**

We would like to provide an updated clarification regarding the examination monitoring and safeguarding tools we employ. We utilize Testinvite, an advanced testing platform, to enhance exam integrity and monitor student performance.

Testinvite offers robust anti-cheating mechanisms that effectively safeguard the integrity of our exams. Through its comprehensive features, such as randomized question orders, time restrictions, and question banks, Testinvite helps ensure a fair and secure testing environment. It detects and prevents cheating attempts through various means, including monitoring browser activities, disabling external applications, and preventing copying and pasting during the test.

The platform aids exam monitoring by providing real-time proctoring capabilities, allowing authorized staff to monitor students remotely during their exams. This feature helps ensure adherence to academic honesty standards while maintaining the convenience and flexibility of online testing. Additionally, Testinvite provides comprehensive reporting and analysis tools, allowing us to review test results, detect anomalies, and identify potential irregularities for further investigation.

We appreciate the advanced features and safeguards offered by Testinvite, which have significantly bolstered our ability to maintain exam integrity and ensure fair evaluations. Moving forward, we will continue to leverage this powerful tool to provide a secure and reliable testing environment for our students.

#### **PCI's Updated Progress Report as of 7/1/23:**

We want to reiterate that we continue to utilize Testinville, an advanced testing platform, to enhance exam integrity and monitor student performance. Testinville offers robust anti-cheating mechanisms, including randomized question orders, time restrictions, and question banks, ensuring a fair and secure testing environment. It actively detects and prevents cheating attempts through various means, such as monitoring browser activities and disabling external applications.

The platform also enables real-time proctoring, allowing authorized staff to remotely monitor students during exams, promoting academic honesty while maintaining the flexibility of online testing. Testinville provides comprehensive reporting and analysis tools, aiding in reviewing test results, identifying anomalies, and investigating potential irregularities.

We remain appreciative of the advanced features and safeguards provided by Testinville, which greatly contribute to maintaining exam integrity and ensuring fair evaluations. Our commitment to utilizing this powerful tool for a secure and reliable testing environment continues.

#### **PCL'S Updated progress report as of 8/1/23:**

The policy and procedure remains the same. There has been no change.

#### **PCL'S Updated progress report as of 9/1/23:**

PCL retains the same policy and no change has been made. PCL continues to use Test Invite to protect its test integrity. Additionally, when PCL returns on campus for in person instruction there will be a proctor present during the testing session. This will be in addition to the use of Test Invite. Further, PCL is exploring the option of transitioning its exam software to Examsoft in the future.

## **8. Guidelines 2.10 and 5.17**

### **Bar's Inspection Report**

"To bring itself into full compliance, the school should review, revise, and republish its grade review policy to meet guideline requirements. ***Subsequent to the inspection, the school adopted a compliant policy and provided the State Bar with a copy of that policy.***"

### **PCL'S Progress Report**

We have begun implementing our new administrative grade review policy. Our committee in charge of it, the Faculty-Curriculum Committee, has met to formulate plans for the first implementation.

Registrar/Administrator has adjusted our Student Information System to hold the grades for administrative review before the grades are issued to students and entered in their transcripts.

PCL's Updated progress report as of 3/1/23:

PCL continues to utilize the grade review policy in the student handbook. With the transfer of the website to Squarespace, the grade view process for students will be easily accessible under the student section of the website.

The technology plan includes a section for students to find readily available information such as the grade review policies, forms for such procedures, timelines that include automated confirmation of submission.

**PCL'S Updated progress report as of 4/1/23:**

The technology plan is in the implementation stage with the outsourced contractor. Within the next seven to ten days the website will be migrated to Squarespace. Subsequently, a student services page that includes the procedure for grade review will be developed to help navigate the process more clearly.

**PCL'S Updated progress report as of 5/1/23:**

The answer to this question is similar as in question one. PCL's new website was launched on April 28, 2023. PCL staff members, faculty, and board members can now have access to making changes on the website. This allows users to use pre-built website templates and drag-and-drop elements to create and modify web pages. No prior experience is necessary for website development needed to create and update the website.

The goal is to create a webpage that specifically delineates the grade review procedure, policy, and timelines. Forms will be made available on the website on its respective page and the information made available to the students.

The time expected for the update of the website is about six weeks. We are creating the webpage in house, as such, it will take some time to brainstorm, design, create, test, launch and implement.

**PCL'S Updated progress report as of 6/1/23:**

PCL's new website was launched on April 28, 2023. PCL staff members, faculty, and board members can now have access to making changes on the website. This allows users to use pre-built website templates and drag-and-drop elements to create and

modify web pages. No prior experience is necessary for website development needed to create and update the website.

We have now successfully created a webpage that specifically delineates the grade review procedure, policy, and timelines. Forms are now available on the website on its respective page and the information made available to the students.

#### **PCL'S Updated progress report as of 7/1/23:**

We want to assure you that the website update, as mentioned in the previous report, remains in effect. PCL has created a dedicated webpage specifically for the grade review process. This page serves as a centralized resource for students, providing all necessary information and access to the required forms.

We recognize the significance of offering clear and comprehensive information to our students. Hence, we are committed to maintaining up-to-date documentation of the grade review process, ensuring that the policy and relevant forms are readily available for their convenience.

#### **PCL'S Updated progress report as of 8/1/23:**

The policy and procedure remains the same. There has been no change.

#### **PCL'S Updated progress report as of 9/1/23:**

The law school continues to document the grade review policy and has placed the form on the PCL website in order to make it easily accessible to all students.

Additionally, PCL has updated its website to include a specific tab under Current Students with a drop-down menu dedicated to the grade review process. This page provides students with all necessary information regarding the process, as well as access to the required forms.

This is the link that explains the grade review process. The students have access to this link 24 hours a day on the website.

<https://www.peoplescollegeoflaw.edu/gradereview>

## **9. Guidelines 2.11, 7.1, and 9.1**

### **Bar's Inspection Report**

"To bring itself into full compliance, the school should adopt policies and procedures that are adequate to protect the school's digital records. **Subsequent to the inspection, the school purchased Populi, a commercially available package designed for schools containing the safeguards identified in this report.** Populi is the main database the school is currently using.

### **PCL'S Progress Report**

Our Registrar/Administrator has largely completed the very substantial job of entering the digital records into Populi.

#### **PCL's Updated progress report as of 3/1//23:**

PCL continues to utilize the above-listed security measures.

#### **PCL'S Updated progress report as of 4/1/23:**

PCL continues to utilize the above-listed student information system, Populi. As such, Populi has built-in features that are adequate to protect the school's digital records.

#### **PCL'S Updated progress report as of 5/1/23:**

PCL continues to utilize the above-listed student information system, Populi. As such, Populi has built-in features that are adequate to protect the school's digital records.

#### **PCL'S Updated progress report as of 6/1/23:**

PCL continues to utilize the above-listed student information system, Populi. As such, Populi has built-in features that are adequate to protect the school's digital records.

#### **PCL'S Updated progress report as of 7/1/23:**

PCL continues to utilize the above-listed student information system, Populi. As such, Populi has built-in features that are adequate to protect the school's digital records.

#### **PCL'S Updated progress report as of 8/1/23:**

The policy and procedure remains the same. There has been no change.

#### **PCL'S Updated progress report as of 9/1/23:**



PCL continues to utilize the above-listed student information system, Populi. As such, Populi has built-in features that are adequate to protect the school's digital records.

## **10. Guideline 3.1**

### **Bar's Inspection Report**

"To bring itself into full compliance, PCL should demonstrate that it has sufficient administrative capacity to achieve and sustain compliance with the CBE's standards, including written job descriptions for the dean and registrar, and adequate oversight provisions. ***Subsequent to the inspection, the school hired a paid full-time administrator, and secured significant volunteer assistance from the dean, the Board, and alumni. The school will monitor the adequacy of its administrative capacity. The school also created compliant job descriptions for both the dean and the registrar.***"

### **PCL'S Progress Report**

Our Registrar/Administrator continues working full-time. During this Fall and Winter quarters, others have greatly contributed to the school's administrative work. Following are some examples. Our current President, who was previously the Board Treasurer, pitched in when our Administrator had a medical emergency and had to take sick days until she was able to return to work. Our current Dean has also pitched in to assist when we were short-handed. Our current President, when he was the Treasurer also organized faculty, alumni and together with our Registrar, conducted our student orientation and our fall faculty meeting at the start of the 2021-2022 Academic Year in late August 2021. It should be noted that People's College of Law is a nonprofit corporation. This type of corporation has members rather than shareholders, and PCL's members are students, faculty, alumni and former board members and officers. Our Development and Fundraising Committee, whose members are alumni, has weekly meetings with our professional fundraiser, and has begun planning an online fundraising event, which will be termed "PCL Alumni Reunion" We hope to attract alumnae by showcasing pictures of their graduating class and furthering our school's mission to get licensed attorneys who are social justice advocates into the communities that need them the most.

PCL's Updated progress report as of 3/1/23:

PCL continues to search for a permanent administrator/registrar. Currently, the position is being filled by John Duane, our resource coordinator. We have listed the position in [higheredjobs.com](https://www.higheredjobs.com) and the Idealist.

**PCL'S Updated progress report as of 4/1/23:**

The administrator/registrar position continues to be filled by John Duane, the interim administrator. The open position has also been listed on Zip recruiter since the last report.

#### **PCL's Updated progress report as of 5/1/23:**

PCL has hired a new administrator, Roger Aramayo. Roger is a Southwestern Law School graduate with significant management experience. PCL has currently two paid staff members, the Dean and the administrator and one student resource coordinator, John Duane.

PCL has approved an offer for the sale of its building and will be entering into a 60 day escrow. Proceeds from the sale will be reinvested back into the school to hire a full-time faculty member, additional staff members to fill areas of development, admissions and recruitment.

#### **PCL's Updated progress report as of 6/1/23:**

We have devised a timeline to hire additional full-time staff members, with a targeted completion date of August 15th. The timeline is as follows:

1. June 1-15: Job Posting and Recruitment
  - Develop job descriptions for the development and admissions/registration positions.
  - Advertise the job openings on relevant platforms and networks.
  - Conduct initial screening of applications and shortlist candidates.
2. June 16-30: Interviews and Selection
  - Conduct interviews with shortlisted candidates for both positions.
  - Evaluate candidates based on their qualifications, experience, and alignment with our school's mission and values.
  - Select the most suitable candidates for each role.
3. July 1-31: Onboarding and Training
  - Extend formal job offers to the selected candidates.
  - Coordinate the onboarding process, including completing necessary paperwork and background checks.
  - Develop an orientation and training program for the new hires.
  - Introduce the new staff members to relevant team members and familiarize them with their respective roles and responsibilities.
4. August 1-15: Finalization and Start Date
  - Finalize employment contracts and other administrative procedures.
  - Ensure the new hires are fully integrated into their respective departments.
  - Provide any additional training and resources required for their success.
  - August 15th will serve as the start date for the two full-time staff members, officially marking the completion of the hiring process.

By adhering to this timeline, we are confident in our ability to attract and hire qualified professionals who will contribute significantly to our school's development and admissions/registration processes. We will ensure a thorough and efficient hiring process to expedite the expansion of our staff and optimize the support provided to our students and stakeholders.

#### **PCL's Updated progress report as of 7/1/23:**

Following this timeline, as discussed in the attached addendum entitled, "Outstandings July" PCL continues to build capacity. PCL listed the job openings on craigslist and is now accepting applications. The job descriptions are attached.

PCL officially entered into escrow on 6/28/23 for the sale of its building on REDACTED. This will be a 45 day escrow in which it will enter into a 1031 exchange. As such, another property has been identified at REDACTED. PCL submitted an offer for this building and is awaiting acceptance of the offer. The sale will leave PCL with an excess of REDACTED to build out infrastructure and build capacity.

#### **PCL'S Updated progress report as of 8/1/23:**

We have promptly responded to the bar's request and have already initiated the interviewing process for the additional staff positions. This proactive approach will ensure a smooth transition and enable the team to be fully operational by the specified date.

#### **PCL'S Updated progress report as of 9/1/23:**

PCL continues to have two full-time staff members and two contractors who work in development and student bar prep respectively. Job descriptions for the two full time positions are attached.

At present, our faculty is composed of volunteers. For the upcoming academic school year PCL has hired nine licensed attorneys to teach the necessary classes. The overwhelming support for PCL has allowed us to fill faculty positions for the upcoming fall semester with volunteers. Moreover, we have staffed most of the classes for the winter and spring.

### **11. Guidelines 4.8 and 4.9 Bar's Inspection Report**

“To bring itself into full compliance, the school must adopt and implement a faculty evaluation policy that meets guideline requirements. ***Subsequent to the inspection, the school adopted a compliant policy and provided the State Bar with a copy of that policy.***”

### **PCL’S Progress Report**

We use a standard evaluation form.

PCL’s Updated progress report as of 3/1/23:

With the end of the winter quarter, the school will send out the winter faculty evaluations this week before the beginning of the next quarter. In order to consider a policy that requires students to submit faculty evaluations before they can register the following quarter, it must be submitted to the Board. This issue will be set for the April board meeting.

### **PCL’S Updated progress report as of 4/1/23:**

The school continues to utilize a faculty evaluation policy that meets the guideline requirements.

### **PCL’s Updated Progress Report as of 5/1/23:**

The school continues to utilize a faculty evaluation policy that meets the guideline requirements.

### **PCL’s Updated Progress Report as of 6/1/23:**

The evaluation process for our instructors encompasses three components, each serving a specific purpose. Firstly, we gather feedback from the students, as attached to this report, to ensure their voices are heard and their experiences are taken into account. Secondly, instructors provide their own self-evaluations, which fosters self-reflection and encourages continuous improvement. Lastly, an evaluation from the FCC (Faculty Compliance Committee) is included, along with my comments, underscoring the importance of accountability in implementing school standards and submitting grades punctually.

These evaluations are indicative of our law school’s commitment to meaningful and timely reviews, as well as the establishment of clear faculty performance expectations. Through this process, we hold our instructors accountable for meeting grading calibration standards, providing valuable feedback on exams, and submitting grades within designated timelines. By emphasizing faculty accountability and aligning with school standards, we aim to cultivate an environment that nurtures academic excellence and student success.

### **PCL's Updated progress report as of 7/1/23:**

The evaluation process for our instructors, as outlined in the previous report, remains unchanged. It consists of three components with distinct purposes.

First, we continue to gather feedback from students to ensure their perspectives are considered and valued.

Second, instructors provide self-evaluations, encouraging self-reflection and continuous improvement.

Lastly, we receive evaluations from the FCC, including my comments, emphasizing the importance of accountability and adherence to school standards.

These evaluations demonstrate our ongoing commitment to conducting meaningful and timely reviews, as well as establishing clear expectations for faculty performance.

To date PCL continues to collect the self-evaluation forms and has collected five so far. The final evaluation process will be completed by mid July.

### **PCL'S Updated progress report as of 8/1/23:**

The policy and procedure is complete. There has been no change. I have attached the Evaluation forms template in **Attachment E**

### **PCL'S Updated progress report as of 9/1/23:**

Faculty evaluation forms are used to assess faculty performance and identify eligibility to return for future academic terms. These evaluations serve the dual purpose of guiding our selection process and developing a professional development roadmap for our instructors. This evaluation approach, implemented by PCL, has enabled us to make informed decisions about faculty retention, resulting in a more refined teaching cohort.

## **12. Guidelines 5.3(A)(1) and 5.9**

### **Bar's Inspection Report**

"To bring itself into full compliance, the school should adopt, implement, and publish attendance policies and procedures that: require student attendance at no less than 80 percent of the regularly scheduled class hours for each course during a particular term, not a series of courses over two or more terms; provide for accurate and timely maintenance of records; and eliminate the policy of permitting students to make up absences from regularly scheduled class hours with alternate activities. ***Subsequent to the inspection, the school adopted a compliant policy and provided the State Bar with a copy of that policy.***"

## **PCL'S Progress Report**

As noted in the Inspection Report, some months ago we adopted the required policy. Our instructors have been the ones to take attendance, and then report it to the Registrar/Administrator, who enters it in Populi.

PCL's updated Items of non-compliance 3/1/23:

The same policy is in place this month.

### **PCL'S Updated progress report as of 4/1/23:**

There has been no change and the same policy is in place.

### **PCL's Updated Progress Report as of 5/1/23:**

There has been no change and the same policy is in place.

### **PCL's Updated Progress Report as of 6/1/23:**

There has been no change and the same policy is in place.

### **PCL's Updated Progress Report as of 7/1/23:**

There has been no change and the same policy is in place.

### **PCL's Updated Progress Report as of 8/1/23:**

There has been no change and the same policy is in place.

### **PCL's Updated Progress Report as of 9/1/23:**

There has been no change and the same policy is in place.

## **13. Guideline 5.8**

### **Bar's Inspection Report**

"To bring itself into full compliance, the school should demonstrate that its clinical courses meet all Guideline 5.8 requirements, including maintenance of records for each student in the course. ***Subsequent to the inspection, the school adopted a compliant policy and provided the State Bar with a copy of that policy.***"

### **PCL'S Progress Report**

As noted in the Inspection Report, some months ago we adopted the required policy. Below is an instructional message sent to the students which explains how to fill out timesheets.

**From:** Ira Spiro

**Sent:** Monday, June 29, 2020 6:49 PM

**[names of recipients omitted from this report]**

**Subject:** TIMESHEETS for CLINICAL CLASSES - MUST BE FILLED OUT BY STUDENTS TO GET CREDIT

**Importance:** High

Dear PCL SUMMER Students

Because of State Bar requirements, **you have to fill out timesheets in order to get credit for our clinical courses**. A form timesheet is attached, an Excel spreadsheet. It's very easy to use. I filled them out every day, all through the day,

when I was practicing law. Here's what to do:

Download the attachment to your computer.

Type your name and the course name at the top.

If you're taking both clinical courses, you'll have to have two separate timesheets, so save it twice, each with a different name for use by your computer.

**Fill them out every day when you're done with work for the day.** Way too hard to wait, say, a week, and try to remember your time at the end of the week. This is very good practice for when you become a lawyer, because most all lawyers have to fill out timesheets

"Date" column: When you start typing the date, e.g. 6/29, the year gets filled in automatically.

"Hours" column: You can round to the nearest quarter hour, for example .45, 1.75, 2.25. (But when you practice law, you should round to nearest tenth.

"Task" column: What you fill in can be very short. For example, "attend Zoom" or "draft letter" or "draft memorandum" or "phone call to prof". You can use abbreviations if you're sure you'll remember what they stand for. For example TC for telephone call, dft for draft, memo is fine for memorandum.

**Email them to me every Friday when you're done with your work that day.** State Bar requires someone on faculty to monitor the students, and it's going to be me. If you have any questions about this, give me a call REDACTED or send me an email. Remember, my phone doesn't receive texts.

PCL's updated Items of non-compliance 3/1/23:

PCL continues its practice as listed above in PCL's response.

**PCL'S Updated progress report as of 4/1/23:**

PCL continues its practice as listed above in PCL's response.

**PCL's Updated progress report as of 5/1/23:**

PCL continues its practice as listed above in PCL's response.

**PCL's Updated progress report as of 6/1/23:**

PCL continues its practice as listed above in PCL's response.

**PCL's Updated progress report as of 7/1/23:**

PCL continues its practice as listed above in PCL's response.

**PCL's Updated progress report as of 8/1/23:**

PCL continues its practice as listed above in PCL's response.

**PCL's Updated progress report as of 9/1/23:**

PCL continues its practice as listed above in PCL's response.

**14. Guidelines 5.17, 5.18, and 5.25**

**Bar's Inspection Report**

"To bring itself into full compliance, the school should review, revise, and republish its exam and grading policies and procedures, taking action as necessary to improve the quality of exams, curb grade inflation, and ensure that students receive adequate feedback on their exam performance. ***Subsequent to the inspection, the school began addressing this issue and it continues to discuss further options with priority.***"

**PCL'S Progress Report**

The Inspection Report does not reflect a number of very important improvements PCL made between the time the report was first published by State Bar staff and the time it was adopted by the Committee of Bar Examiners. Therefore, we discuss those changes below, although we did report them during the summer of 2020.

In addition, recently the Dean formulated a policy to require that students receive adequate and substantial feedback on their exam performance. It was furnished to



State Bar staff. Adoption of a policy on this subject is scheduled to be considered at the next meeting of our board of directors.

### **Policies to Eliminate Grade Inflation**

The Inspection Report, on page 15, referring to the 2014 inspection, states:  
“To address grade inflation, PCL adjusted its grading scale and urged instructors not to inflate grades. PCL did not, however, adopt other policies to control inflation, such as administrative review of grades prior to their release, or reasonable limits on the extent to which grades may be based on class participation, including attendance. As concluded in 2014, a sound grading program would limit participation points to no more than three [of 100], and the award of points based on attendance is “clearly inappropriate” in light of Guideline 5.3(A)(1) minimum attendance requirement. PCL’s policy allows up to thirty percent of a course grade to be based on participation.”

In the summer of 2020 we did adopt the policies recommended in that paragraph. They are now in the Student Handbook & Catalog and the Faculty Handbook, as follows:

### **Grading Standards:**

It is of primary importance for PCL students and all of PCL that the students have a realistic picture of a realistic picture of their outlook for passing First Year Law Students Exam (FYLSX) and Bar Exam. The pass rates for both exams have been very low. For example, the pass rate for the July 2019 Bar Exam was 14.4% for California Unaccredited law schools and 18.8% for California-Accredited (non-ABA) law schools.

On the FYLSX of June 2019, the pass rate was 23.5% for all takers and 28.1% for California Unaccredited Fixed-Facility law schools (PCL is in that category). Students’ ideas about their chances on these exams are very likely influenced by their law school grades. If a student receives high grades, that is likely to raise the student’s expectations of passing the FYLSX and the Bar Exam, but because of the low pass rates on the exams, the heightened expectations could well be unrealistic. In light of these and similar considerations, PCL has adopted these Grading Standards for all examinations and final grades (grades for the full quarter) in all courses that are not graded pass-fail. NOTE that in the grouping of grades in the table below, C- grades are grouped with the D grades. That is because at PCL, in order for a student to advance to the next academic year and graduate, the student must have a grade point average of C or better.

90 - 100 (A+, A and A-)	Grades in this range should be only for very superb, outstanding work, not merely the best work among the students. The best work is often not in the A range. On an essay exam, the student should not only have identified all issues, but should have done a very superb, outstanding job of analyzing the issues. Sometimes there will be no grades in this range on an exam or for a quarter. This range should be under 10% of the grades, occasionally as much as 10%.
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80 – 89 (B+ , B and B-)	Grades in this range should be only for excellent work, not merely good work. On an essay exam, the student should have identified all issues, and should have done an excellent job of analyzing the issues. This range should be under 20% of the grades, occasionally as much as 20%.
73 – 79 (C+ and C)	Grades in this range should comprise by far the largest share of the grades, often higher than 50%. But these grades are for good work, not necessarily average work, because the average might be less than good. A PCL student must have a C average or better, not C-, for all quarters, in order to advance to the next academic year and in order to graduate.
60 – 72 (C- to D- )	Grades in this range are for work that is somewhat less than good (C-) to work that is poor (D+ and D) to work that is marginally passing (D-). Unfortunately, this range will often comprise 15% to 20% of the grades, sometimes higher than 20%.
59 and below (F)	Failing. Unfortunately, there will often be multiple failing grades, even in a small class. A failing grade is not just for work that is entirely lacking – it is also for work that shows some grasp of the subject of the exam or course, but very little. On an essay exam, the student might have identified and discussed some issues but still receive an F. In a multiple-choice exam, if a student has correctly answered up to 59% of the questions, the grade will still be an F.

\*\*\*

**... class participation must not count for more than three percent (3%) of the final grade in a course, and attendance may not be counted at all towards the grade, inasmuch as minimum 80% attendance is required.**

### **Administrative Review of Grades**

In August, 2020, our Board adopted the following Administrative Review policy: When faculty members have determined what grades they intend to give, the next step would not be to release the grades to the students, but instead to send the grades to reviewers. The reviewers very likely would include the Dean. Others could be members of the Faculty- Curriculum Committee and current or former faculty members, but faculty would not, of course, review their own grades, and students would not participate without consent of the student between reviewed.

The reviewers would study the grades for adherence to PCL grading policies. ... If the grade reviewers find deficiencies, they would communicate with the faculty member about curing the deficiencies and changing the grades. The Dean or the Faculty- Curriculum Committee or both would participate in those discussions and decisions on changing grades. When the decisions are made, the grades would then be sent to the Administrator for release to students.

### **Improvements in Eliminating Faculty Turnover**

The 2014 Inspection Report observed (p. 9):

“PCL operates with an all-volunteer, adjunct faculty and has someone so since its founding [it remains true in 2020]; a clear testament to the faculty’s dedication to PCL’s mission of public service. One negative aspect of a volunteer faculty, however, is that PCL experiences a higher rate of faculty turnover than most law schools where faculty members are paid even a modest stipend or salary. ... on average, 20% of PCL’s faculty appears to be new each academic year.”

That turnover situation has been reversed. In the last academic year, 2020-2021, all faculty members except three taught at PCL the previous year, 2019-2020. Faculty turnover in the current 2021-2022 Academic Year had been on the decline previously as well.

PCL’s updated Items of non-compliance 3/1/23:

The policy remains the same.

**PCL’S Updated progress report as of 4/1/23:**

The policy remains the same.

**PCL’s Updated Progress Report as of 5/1/23:**

The policy remains the same.

**PCL’s Updated Progress Report as of 6/1/23:**

The policy remains the same.

**PCL’s Updated Progress Report as of 7/1/23:**

The policy remains the same.

**PCL’s Updated Progress Report as of 8/1/23:**

The policy remains the same.

**PCL’s Updated Progress Report as of 9/1/23:**

The policy remains the same.

**15. Guidelines 5.18–5.20**

## **Bar's Inspection Report**

"To bring itself into full compliance, the school should adopt, publish, and implement policies for academic advancement that adhere to the school's academic standards and comply with the guidelines, and eliminate policies that do not adhere to the guidelines. ***All identified policies were updated, and non-compliant policies deleted.***"

## **PCL'S Progress Report**

The problem was some inappropriate policies. PCL has eliminated them, so by the very nature of this item 15, no further progress is needed or possible.

PCL's updated Items of non-compliance 3/1/23:

PCL's revised policies have remained in effect to the present.

### **PCL'S Updated progress report as of 4/1/23:**

PCL's revised policies have remained in effect to the present.

### **PCL's Updated Progress report as of 5/1/23:**

PCL's revised policies have remained in effect.

### **PCL's Updated Progress report as of 6/1/23:**

PCL's revised policies have remained in effect.

### **PCL's Updated Progress report as of 7/1/23:**

PCL's revised policies have remained in effect.

### **PCL's Updated Progress Report as of 8/1/23:**

PCL's revised policies have remained in effect.

### **PCL's Updated Progress Report as of 9/1/23:**

PCL's revised policies have remained in effect.

## 16. Guideline 5.24

### Bar's Inspection Report

"To bring itself into full compliance, the school should revise and republish its course repetition policy to meet all requirements of the guideline. ***Subsequent to the inspection, the school adopted a compliant policy and provided the State Bar with a copy of that policy.***"

### PCL'S Progress Report

As the Inspection Report notes, some months ago we adopted the required policy. The policy concerns limitations on repeating courses. As stated above, last fall a student had petitioned for permission to attempt to raise a failing grade. In order to raise the grade, the student had to take a new exam or complete some other assignment to be determined by the instructor and the Faculty-Curriculum Committee working together. It is possible for students to choose instead to convert the petition to one for repetition of the course pursuant to the new policy.

PCL's updated Items of non-compliance 3/1/23:

PCL has continually maintained the policy as stated in the previous months.

#### **PCL'S Updated progress report as of 4/1/23:**

PCL has continually maintained the policy as stated in the previous months.

#### **PCL's Updated Progress Report as of 5/1/23:**

PCL has continually maintained the policy as stated in the previous months.

#### **PCL's Updated Progress Report as of 6/1/23:**

PCL has continually maintained the policy as stated in the previous months.

#### **PCL's Updated Progress Report as of 7/1/23:**

PCL has continually maintained the policy as stated in the previous months.

#### **PCL's Updated Progress Report as of 8/1/23:**

PCL has continually maintained the policy as stated in the previous months.

#### **PCL's Updated Progress Report as of 9/1/23:**

As of the present date, no students have utilized the aforementioned course repetition policy, which reads:

Section 11. Repeating Courses and Quarters: No Duplicate Credit: Duplicate credit will not be given for repeating the same or substantially the same course or quarter, whether the courses or quarters are both taken at PCL or at another school, or partly at PCL and partly at another school.

Repeating a Course or Quarter after Failing and Thus Not Completing 270 Hours: If (1) a student fails a course or a quarter of a course, and if (2) as a result of the failure the student does not successfully complete 270 hours in an academic year, then the following applies. Because of State Bar requirements that the required 270 hours per year must all be taken in the same 12 month academic year, the student, in order to be eligible for the J.D. degree and to take the FYLSX and the Bar Exam, cannot make up for the failed course or quarter by repeating only that course or quarter again in a later academic year, but instead must repeat the entire year's courses (Note that failing a course might not result in failing to successfully complete 270 hours in an academic year, if during the academic year the student completed courses whose total hours exceed 270. As of 2020, PCL normally offers exactly 270 hours of classes for 2L, 3L, and 4L students, but 330 hours for 1L students.)

The law school continues to monitor the situation and remains prepared to provide necessary information regarding the implications of taking a leave, as well as any proposed plans that students may undertake after the leave period.

## **17. Guideline 6.2–6.4**

### **Bar's Inspection Report**

“To bring itself into full compliance, the school must devise a plan and a timeline to return to compliance regarding the library by owning and maintaining its own hard copy library as required under Guideline 6.2 and provide this timeline and proof of library purchase to the CBE; however, it may be appropriate to provide a waiver for this academic year while the law school teaches courses online due to the pandemic. In addition, to bring itself into full compliance, PCL should also demonstrate that students are receiving instruction in both physical publication and electronic-based legal research, as required by Guideline 6.3. The Catalog states that legal research is taught in several courses, but a review of syllabi attached to the self-study did not validate that statement. **Subsequent to the inspection, the school did confirm that legal research is being taught using both hard copy and electronic resources, and the syllabi are being updated appropriately.**”

### **PCL’S Progress Report**

PCL has devised the requested plan regarding the library. It was set out in our 2020 Annual Report. It reads as follows:

**PLAN TO RETURN TO COMPLIANCE:** The brother of PCL founder, attorney REDACTED, who died this year, had offered to donate funds for the library. Our plan is to use the money to restore the library to usable condition and purchase the books needed to bring the required hardbound books up to date, all to be completed by August 31, 2022. Our Board of Directors approved this plan on October 18, 2020.

The damage to the library was the destruction of part of its unique domed roof. The roof has now been repaired, which involved reconstruction of part of the domed roof. However, we recently discovered that there is further damage to the roof. At their last monthly meeting, in November 2021, the board approved another bid for another roof repair. Since our school still is conducting classes remotely, and has been since March of 2020, no students have been on campus to use the library. Thus, the library has not been opened for use. Some clean-up of the library is still needed before it opens for use. The donation was only enough for the repair and reconstruction, not for the purchase of books. We do have the very large majority of the specified hardbound books, but not all of them or our book subscriptions. Currently our plan is to request an extension of time to comply with the hardbound library provisions, to August 2022, the same time to which the waiver of the requirement for in-person instruction was extended by the Committee of Bar Examiners.

**We do still believe that the hardbound library requirement, which does not apply to other categories of California law schools, should not be applied to our category, as we have explained previously.** Further, given the ongoing SARS-Cov-2 Pandemic, we believe we should further assess whether we should restore the library, given that students have been using the Los Angeles County Law Library, whenever they've needed access to hard copy law books.

PCL’s updated Items of non-compliance 3/1/23:

PCL has continually maintained the policy as stated in the previous months.

**PCL'S Updated progress report as of 4/1/23:**

PCL is going to start working on an estimate to determine the cost of purchasing the library books needed to come into compliance.

**PCL's updated progress report as of 5/1/23:**

PCL would like the required materials and books that are necessary in the law library to meet compliance so it can begin pricing the cost of coming into compliance.

**PCL's updated progress report as of 6/1/23:**

In order to address the Bar's request and ensure compliance with Guideline 6.2, we have developed a comprehensive timeline for returning to compliance regarding our law school's library. We have also included the incorporation of both hard copy and electronic research in our curriculum design. The timeline is as follows:

1. July 1-15: Library Needs Assessment and Planning

- Conduct a thorough needs assessment to determine the required resources, including hard copy materials, for our law school's library.
- Develop a plan for acquiring and maintaining the necessary hard copy library materials, considering budgetary constraints and future growth.

2. July 16-31: Library Material Acquisition and Organization

- Initiate the process of purchasing the identified hard copy library materials based on the assessed needs.
- Ensure that the acquired materials align with the curriculum design and cover relevant legal research topics.
- Organize and catalog the acquired materials within the library, creating a comprehensive and accessible resource for students and faculty.

3. August 1-15: Integration into Curriculum Design



- Collaborate with the curriculum committee and faculty members to integrate the utilization of both hard copy and electronic research resources into the curriculum.
- Design specific modules and assignments that promote the use of hard copy library materials for legal research.
- Ensure that students receive appropriate training and guidance on utilizing both hard copy and electronic resources effectively.

#### 4. August 16-31: Finalization and Proof of Compliance

- Conduct a final review of the library setup, including hard copy materials and curriculum design, to ensure alignment with the Bar's requirements.
- Gather proof of library purchase, including receipts and documentation of the acquired materials.
- Prepare and submit the required timeline, along with the proof of library purchase and curriculum design, to the CBE to demonstrate our commitment to compliance.

By following this timeline, we aim to establish a well-rounded law library that includes both hard copy and electronic research resources. This approach will not only bring us into compliance with Guideline 6.2 but also enhance the educational experience for our students, providing them with comprehensive resources and training in legal research. Our goal is to have all these initiatives finalized early, ensuring a smooth transition and adherence to compliance standards.

#### **PCL's updated progress report as of 7/1/23:**

As mentioned before, our plan includes conducting a thorough needs assessment, acquiring and organizing the necessary hard copy materials, integrating them into the curriculum design, and finalizing compliance proof. These steps align with our commitment to establishing a well-rounded law library that incorporates both hard copy and electronic research resources.

With the sale of the building, we will have the necessary funds available to proceed with the library's purchase. This development will reinforce our financial capability to acquire the required resources, including the identified hard copy materials, without compromising our budgetary constraints.

By implementing this timeline and utilizing the newly available funds, we aim to create a comprehensive and accessible resource for our students and faculty while complying

with Guideline 6.2. We believe that the integration of hard copy and electronic research resources will enhance the educational experience and provide our students with valuable training in legal research.

#### **PCL's updated progress report as of 8/1/23:**

I am pleased to share that we have successfully secured a REDACTED loan from PCL to support our organization's growth and expansion. This funding comes at a crucial time as we embark on the journey to build our capacity and find a new suitable building for our operations. With this financial boost, we can now invest in essential resources, equipment, and training to enhance our capabilities.

With the allocated funds available, we are moving forward with purchasing the required books for the library. These include the published reports of California Courts with advance sheets and citator, a digest or encyclopedia of California law, an annotated set of California codes, and current, standard texts or treatises for each course in the law school's curriculum. By obtaining these materials, we aim to enhance the educational experience and provide valuable training in legal research, aligning with Guideline 6.2 for a well-rounded law library that incorporates both hard copy and electronic research resources. **Attachment F** contains receipts of library purchases.

We are on time with our deadline of updating the curriculum to meet legal research standards.

We have engaged in a 5-year contractual agreement with Thomson Reuters. For your reference, the contract is attached as **Attachment C**. As part of this agreement, we will be receiving several bundles of books, which include:

1. West's® Annotated California Codes (Annotated Statute & Code Series)
2. West's® California Reporter®, 3d
3. California Reporter Advance Sheets
4. West's® California Digest, 2d (1950 to Date) (Key Number Digest®)

#### **PCL's Updated Progress Report as of 9/1/23:**

The books we ordered for the library have now arrived. Students will be required to submit a legal research assignment each semester utilizing both the online and hard copy of the legal research tools. Students also continue to use caseText, which is a free legal research tool.

## **18. Guidelines 7.1 and 7.2**

### **Bar's Inspection Report**

"To bring itself into full compliance, the school should maintain essential and permanent hard-copy records in fire-safe lockable cabinets, maintain all electrical equipment in working order, and provide digital projection equipment adequate to meet the needs of faculty and students.

Subsequent to the inspection, the school transferred files to lockable, fire-safe cabinets; projectors were replaced with other options. Also, the only person who has keys to the records room is the Administrator. Not even the janitor has keys to that room, where the fire-safe cabinets are.

### **PCL'S Progress Report**

PCL purchased four matching, locking, letter-size FireKing fireproof file cabinets. We took delivery of them at our building and locked our paper files in them.

PCL's updated Items of non-compliance 3/1/23:

The school continues to maintain its security procedures as described above.

#### **PCL's updated Items of non-compliance 4/1/23:**

The school continues to maintain its security procedures as in previous months.

#### **PCL's updated progress report as of 5/1/23:**

The school continues to maintain its security procedures as in previous months.

#### **PCL's updated progress report as of 6/1/23:**

The school continues to maintain its security procedures as in previous months.

#### **PCL's updated progress report as of 7/1/23:**

The school continues to maintain its security procedures as in previous months.

#### **PCL's updated progress report as of 8/1/23:**

The school continues to maintain its security procedures as in previous months.

#### **PCL's updated progress report as of 9/1/23:**

There have not been any further changes and PCL continues to

adhere to safekeeping of records. PCL has some files stored in fire-proof filing cabinets on the school premises, which are located in the main hallway on the second floor of the school. The fire-proof filing cabinets are in a closet and the key is only in the possession of administration.

## **19. Guideline 9.1**

### **Bar's Inspection Report**

“To bring itself into full compliance, the school should adopt and implement a policy to ensure that records are fully compliant with Guideline 9.1, that the law school has adopted written procedures, including oversight provisions, of record-keeping processes and record retention requirements, and that it has adopted a written policy on transcript changes, as required by Guideline 9.1(D). ***Subsequent to the inspection, the school adopted compliant policies and provided the State Bar with copies of those policies.***”

### **PCL'S Progress Report**

Last year, our Registrar/Administrator reported as follows to the Bar and the Committee:

#### **New Student Information System**

To streamline and organize student records, faculty records, and other required organizational documentation, Peoples College of Law has fully transitioned to Populi, a web- based Student Information System (SIS) to electronically maintain and store school records in a secure and confidential environment. ]

Our system manages and stores student transcripts, student attendance (for online and in- class instruction) & participation records, academic programs & courses, course mapping for students and course rosters as well as provides reporting analytics to give perspectives on student data through particular data sets. The SIS also tracks a prospective student's application process and generates applicant reports for accepted and rejected applications. Once a student is enrolled, student agreements, billing (including invoices, payments, transactions, deposits, and tax forms) are also stored electronically. Faculty, the Administrator, and Registrar currently have detailed information on students' grades and attendance in courses, with student course summaries and reports.

Our SIS system also has group sections that will accommodate our committees and store committee documents including minutes & agendas.

In addition to the SIS, the administrator maintains hardcopy files for students, administrative personnel, and faculty in fireproof, securely locked file cabinets.

### **PCL Files and Records**

In preparation for the 2020 State Bar of California inspection, the administrator completed a thorough assessment of the school's files and records that fall under Rule 9.1 in the Guidelines for Unaccredited Law School Rules. Much of the reason that the school's records and files were out of compliance at that time was because there has not been a systematic uniform process set for each administrator who has worked at the school over the past several years. Files and records that were not compliant post inspection, the prior administrator continued to reconcile the deficiencies to complete the records.

There are only a few remaining noncompliant files under the Unaccredited Law School Rules Division 9.1 requirements are: faculty files, administrative personnel, and the file of all examinations given in the last (5) years.

**Faculty Files:** To prevent noncompliance within the faculty records, our Faculty & Curriculum Committee are developing policy to request transcripts prior to hiring interviews or requiring them during new faculty onboarding.

**Administrative Personnel Files:** Several administrative personnel files are missing all or part of the required personal histories giving undergraduate education, graduate education, and law school education (if any) listing years attended, degrees conferred and summaries of professional careers and qualifications for being administrative personnel. The administrator is currently going through archived materials for older administrative personnel files. The administrator has requested information from current administrative personnel who have files missing the required information and will continue to follow up with those persons who are still missing some of their personal history.

**File of Examinations:** As required under 9.1(F), all examinations given in the last five years are to be kept in a file for inspection by the Committee. The prior administrator had been making best efforts to compile administered midterm and final exams for the past five years. For exams given in the 2019-2020 academic year, administrator has created a hard copy file and had actively been adding exams as they are administered. Our current Administrator only works remotely for the time being, so this project/task has been postponed until community infection conditions abate. Our student information system (which has already been implemented for faculty this 2021 Academic Year) facilitates the creation of tests by instructor which are saved electronically per course as well as permits uploading of exams created outside of the SIS. Further, our current

administrator is developing protocols to collect the hard copies of the exams as part of the administrator's checklist re: maintenance of required records.

### **Record Retention and Disposal Policy:**

The school is also developing a policy for record retention and disposal and a retention schedule to ensure we keep records according to the State Bar Rules and Guidelines.

### **New Policy on Changes to Entries in Transcripts**

PCL has adopted the following new policy on changes to entries in transcripts:

Changes to entries on a PCL transcript may be made only upon a showing of good cause. However, a contention or possibility that a grade given by an instructor was not justified shall not be good cause or an acceptable reason for a transcript change. If a present or former student wishes a change to an entry on the person's transcript, the following procedures apply

1. The present or former student must submit a written application to the Dean, specifying the change requested and the reasons for it. The application must include any documentation or evidence supporting the application.
2. The Dean must investigate the facts and circumstances pertinent to the application. In doing so, the Dean must read the entire application and materials submitted with it. The applicant shall have the right to speak with the Dean in support of the application, and to have an attorney or other representative do so as well. If the applicant requests the Dean to listen to any other person with information pertinent to the application, the Dean shall do so, but the Dean need not listen to an excessive number of such persons. The Dean may also communicate any person who may have information pertinent to the application, including but not limited to any present or former faculty member. The Dean may also speak with the Registrar, the Administrator and any other person with information pertinent to the application. The Dean may also consult any person outside PCL who has expertise on the subject of transcripts, but shall maintain the confidentiality of the student's information by not disclosing the identity of the applicant. Before the Dean transmits to the applicant the Dean's decision on the application, the applicant may submit additional materials to the Dean, who must read them if time permits.
3. Within thirty days after receiving the application, the Dean must render a written decision on it and transmit the decision to the applicant. The Dean shall cause the application and decision and any materials the Dean read or considered in connection with the application to be placed in the applicant's student file. If the decision is that a change is to be made, the decision must specify the change, and if the applicant has not requested an appeal within the fourteen days to appeal, Dean shall transmit the decision to the Registrar, who shall make the specified change on the transcript, and place on the transcript a notation of the reason(s) for the change.

4. The applicant may appeal the decision of the Dean to the Community Board, but may do so only by transmitting to the Chair of the Board a request for appeal within fourteen days of receiving the Dean's decision. In the request, the applicant must state whether the applicant consents to participation in the appeal by student members of the Community Board. The Community Board may delegate the appeal to the Executive Committee. Within thirty days after the Chair receives the request for appeal, the Community Board or the Executive Committee, as the case may be, shall render a written decision on the appeal, and transmit it to the applicant. The Chair shall cause the request for appeal and any materials read or considered in connection with the appeal to be placed in the applicant's student file. If the decision on appeal is that a change is to be made, the decision must specify the change, and the Chair shall transmit the decision to the Registrar, who shall make the specified change on the transcript, and place on the transcript a notation of the reason(s) for the change.

5. No student member of the Community Board or the Executive Committee shall participate in the appeal unless the applicant consents in writing to participation by students.

## **RECOMMENDED SUGGESTIONS IN 2020 INSPECTION REPORT 1. Bar's Inspection Report**

"Pursuant to Guideline 2.9(C) and 5.13, it is suggested that the school require faculty to use a standard syllabus template to promote consistent communication of course requirements."

### **PCL'S Progress Report**

As we have said, PCL's new Student Information System has electronic features that enable the school to create global rubrics for use in any or all the courses. Those features can also be used to create a standard syllabus template.

## **2. Bar's Inspection Report**

"Pursuant to Guidelines 2.11, 7.1, and 9.1, it is suggested that the school base its data security policies and procedures upon the recommendations of generally accepted industry standards, consulting with an expert if the expertise is not available within the school."

### **PCL'S Progress Report**

As we report above, our data security is provided by the security protections of our new Student Information System, Populi. Populi's website states the following, among other things, concerning its security protections:

*"Populi's servers are stored in an SSAE 16 Type II compliant data center that is physically secured behind a battery of compartmentalized security zones with biometric*

*access controls. Numerous security, power supply, and infrastructure redundancies layer on additional safeguards. \*\*\**

“We built Populi on the open-source ‘LAMP’ stack (Linux, Apache, MySQL, PHP), availing you of the same powerful, secure technology undergirding web companies like Google, Vimeo, Facebook, and Amazon.”

### **3. Bar’s Inspection Report**

“Pursuant to Guidelines 5.14 through 5.16 and 5.25, it is suggested that the school adopt and implement a procedure requiring that examination questions, accompanied by issue outlines or model answers, must be reviewed and approved by the Dean or other legal educator before being administered.”

### **PCL’S Progress Report**

Our Faculty-Curriculum Committee and our former Dean formulated a procedure as stated above, requiring that examination questions, accompanied by issue outlines or model answers, must be reviewed and approved by the Dean or other legal educator before being administered. It was furnished to State Bar staff.

### **4. Bar’s Inspection Report**

“Pursuant to Guidelines 5.17, 5.18, and 5.25, it suggested that the school adopt and implement a procedure requiring that grades and student examinations papers must be reviewed and approved by the Dean or other legal educator before being posted.

### **PCL’S Progress Report**

In the summer of 2020, we adopted a procedure requiring that grades and must be reviewed and approved by the Dean or other legal educator before being posted. After implementing it in the fall quarter, we have been evaluating and revising it. Our Faculty-Curriculum Committee and Dean formulated a revision and furnished it to State Bar staff. The revision adds the requirement that student examinations papers, as well as grades, must be reviewed and approved by the Dean or other legal educator before grades are posted. Adoption of a revision is scheduled to be considered at the next meeting of our board of directors.

### **PCL’S Updated progress report as of 4/1/23:**

PCL retains the same policy and no change has been made.

### **PCL’s updated progress report as of 5/1/23:**



PCL retains the same policy and no change has been made.

**PCL's updated progress report as of 6/1/23:**

PCL retains the same policy and no change has been made.

**PCL's updated progress report as of 7/1/23:**

PCL retains the same policy and no change has been made.

**PCL's updated progress report as of 8/1/23:**

PCL retains the same policy and no change has been made.

**PCL's updated progress report as of 9/1/23:**

PCL retains the same policy and no change has been made.

**ADDITIONAL UPDATES**

**FURTHER MOVE, that the committee direct the law school to conduct an immediate analysis to determine whether the transcripts are correct and complete for each student who has attended the law school for any period of time since summer 2020, offering each student or former student the chance to review their transcript for accuracy, and providing results of the analysis to the committee in the September 1, 2023 progress report, advising whether each student's transcript is now correct, or identifying the changes that are still under review and the timeline for completion of the review.**

**Updated Progress Report 9/1/23:**

As per the bar's request, we undertook the task of conducting an audit, and results of the analysis to determine whether the transcripts are correct and complete for each student who has attended the law school for any period of time since summer 2020 carried out by PCL's administrator are presented below.

We produced a complete list of students who attended or matriculated into the People's College in Law. We took into account everyone from the summer of 2020 through the spring of 2023. This list was sent to the Bar on the 25th.

REDACTED and REDACTED have received their transcripts previously in both printed and electronic formats and were thus excluded from the transcript audit. Additionally, REDACTED audited classes, as we soon discovered after beginning the audit, so he is excluded as well.

We sent out Populi generated emails, which we wrote and copied lawschoolregulation@calbar.gov on an individual basis to each of the remaining students. These emails were generated one at a time and included a file as well as a Populi link to the records online. At the time of writing, most have not responded. REDACTED has not responded to any of our attempts to contact her, including this one.

Students with expired emails are REDACTED, REDACTED, REDACTED, and REDACTED. We will continue to find these students. Two students reported discrepancies. REDACTED had one correct grade in a class that did not appear in the transcript and one incorrect grade listed as not complete. We are addressing these issues as they appear to be a bug in the system.

REDACTED has similar issues in that he has class grades entered into the grade book but they do not appear in the transcript form. These issues will be solved this week.

That is the extent of our difficulties with the transcripts.

**FURTHER MOVE, that the committee direct PCL to update the committee as to its compliance in general, and as to each aspect noted above, including confirming whether any additional refunds are due pursuant to rule 4.241, and explaining why at least one student was not included on its original refund list when the law school was aware that a refund was due for that student.**

#### **Updated Progress Report 9/1/23:**

In accordance with Rule 4.241. After careful review of the situation, there are no additional refunds are deemed due beyond those already processed.

As of August 1, 2023, PCL has done a complete compliance audit of Rule 4.241 for the 2022-2023 school year and has issued the appropriate refunds as requested by the June 2023 CBE motion. Our previous report mentioned one student who was not issued a refund. This refund was not for the 2022-2023 school year. PCL is being proactive and in preparation of its October 2023 site visit, has begun auditing student records for between 2020 and 2022. This additional audit will be complete by September 31, 2023. As appropriate, PCL will issue any potential refunds or fee reversals at the conclusion of this audit.

REDACTED refund not paid on August 1, 2023 (paid on August 8, 2023): On August 1, 2023, PCL was not aware that a refund was due to REDACTED for the 2022-2023 school year pursuant rule 4.241 because REDACTED did not enroll for the 2022-2023 school year. Instead, PCL conducted a 4.241 audit of REDACTED records dating back to 2020 through 2022. Furthermore, his account required investigation of bank records that were not available prior to August 1, 2023 – bank records became available on August 4, 2023. After reviewing the newly available bank records on the next business day ,August 7, 2023, PCL verified that REDACTED made a payment on 12/31/2021. Based on this verified information, it was determined that REDACTED was owed a refund pursuant rule 4.241 and a check was issued and mailed to REDACTED the next business day on August 8, 2023. No further funds are due to REDACTED

To ensure future compliance with Rule 4.241, PCL will strictly enforce its existing policy of requiring a signed disclosure and adhering to all requirements of rule 4.241 before allowing students to register for an academic term and creating an invoice. In addition, PCL has adopted a policy of quarterly audits to ensure the enforcement of such policy and immediate refund or reversal of fees for any payment not in compliance with Rule 4.241.

**FURTHER MOVE, the committee direct the law school update the committee no later than the September progress report progress report as to its space plans and provide documentation of its right to access the space, filing a timely major change as soon as practicable.**

#### **Updated Progress Report 9/1/23:**

PCL continues to be the sole legal owner of the building. Unless, and until, the transaction is consummated, PCL continues to have the right to occupy and lease the building. Although there is an escrow pending, the sale has not closed, and will not close until PCL decides, given that PCL has the option, to not close escrow until the end of May 2024. PCL negotiated these terms to ensure that it had a location to operate the school during the 2023-2024 academic year given the uncertainty of the real estate market.

I have attached the documentation of our rights to access the space in **attachment A**.

Refurbishing of classrooms and student spaces are underway and are on-track to be completed by September 5, 2023. The refurbishing plan encompasses these aspects:

Removal and replacement of drywall for a designated section of the wall in Classroom A.

Preparations for Room Number 2, involving crack openings to facilitate the installation of new putty and surface preparation for painting.

Installation of new putty on the ceiling, followed by preparatory steps for the painting process.

Removal and reinstallation of lights and curtain rods.

I have attached the correspondence concerning the refurbishment activities in **Attachment B**

**Completed work:**

- Cleaned and sanitized the student lounge and prepared it for drywall repair
- Cleaned Classroom B and prepared it for drywall repair
- Cleaned Classroom A and prepared it for drywall repair
- Replaced broken window pane in Classroom A
- Removed old carpet in Classroom A
- Cleaned hallways
- Cleared room that will be used as a temporary library and prepared it for installation of bookcases

**Work to be completed over the weekend by the handyman (work starts 9/1 and will be completed on 9/2):**

- Drywall repair and paint touch-up - Classroom A
- Drywall repair and paint touch-up - Classroom B
- Drywall repair and paint touch-up - Student Lounge
- Remount fluorescent light fixtures

**Work to be completed by volunteers on 9/3 and 9/4:**

- Installation of bookcases in temporary library
- Organizing new library books in the temporary library
- General cleaning and sanitizing of classrooms and student spaces.

**REDACTED Courses-**

**Updated Progress Report 6/1/23:**

We are pleased to inform you that as of May, the final course, the Internship Course, is also ready for submission and is included with this report. With this, we are excited to announce that the program of instruction for REDACTED has been completed in its entirety.

### **Updated Progress Report 7/1/23:**

Roger Aramayo, our administrator, is currently in ongoing communication with REDACTED regarding the upcoming courses for next year. They are in the process of finalizing the dates and times for these classes.

### **Updated Progress Report 8/1/23:**

The classes REDACTED was enrolled in have been awarded the appropriate credit, and his grade has been duly fixed.

### **Updated Progress Report 9/1/23:**

The classes REDACTED was enrolled in have been awarded the appropriate credit. His grade has been modified with the correct number of credits to reflect REDACTED timesheets in the legal clinic. His transcript was mailed on August 17, 2023(Please see the attached receipt from Federal Express in **Attachment C**).

### **Disclosures**

### **Updated Progress Report 6/1/23:**

PCL has enclosed the updated information in a letter dated June 1, 2023- Response to Natalie Leonard, State Bar Staff.

### **Updated Progress Report 7/1/23:**

PCL has diligently addressed the need for accurate implementation of disclosure statements as mandated by Guideline 2.3(D)(1)-(3), Business and Professions Code section 6061.7, and Rule 4.241. We have taken necessary corrective measures to ensure the accurate and complete implementation of these disclosures.

Regarding the refund process, we have identified certain students who will be eligible for refunds. These students include those for whom their disclosures couldn't be located in our records, as well as those who made payments before receiving the disclosures.

We understand the importance of providing timely refunds to these eligible students and are committed to processing them in a prompt manner. As such, refunds will be issued to these students in mid to late August.

### **Updated Progress Report 8/1/23:**

PCL has conducted an audit to verify Rule 4.241 compliance for all students enrolled in the 2022-2023 academic year. Based on our examination, the following non-compliant fees have been identified and are to be refunded to the respective students:

1.     **REDACTED**  
      •     Fall 2022: REDACTED  
      •     Spring 2023: REDACTED  
Total Refund: REDACTED  
Refund Issued on 8.01.23

2.     **REDACTED**  
      •     Spring 2023: REDACTED  
Total Refund: REDACTED  
Refund Issued on 8.01.23

3.     **REDACTED**  
      •     Winter 2022: REDACTED  
      •     Spring 2023: REDACTED  
Total Refund: REDACTED  
Refund Issued on 8.01.23

4.     **REDACTED**  
      •     Spring 2023: REDACTED  
Total Refund: REDACTED  
Refund Issued on 8.01.23

5.     **REDACTED**  
      •     Fall 2022: REDACTED  
Total Refund: REDACTED  
Refund Issued on 8.01.23

6.     **REDACTED**  
      •     Winter 2022: REDACTED  
      •     Spring 2023: REDACTED  
Total Refund: REDACTED  
Refund Issued on 8.01.23

For a detailed breakdown of this information, please consult **Attachment A**.  
Additionally, receipts and proof of refunds are enclosed in **Attachment B**.

#### **Updated Progress Report 9/1/23:**

As of August 1, 2023, PCL has done a complete compliance audit of Rule 4.241 for the 2022-2023 school year and has issued the appropriate refunds as requested by the June 2023 CBE motion. Our previous report mentioned one student who was not issued a refund. This refund was not for the 2022-2023 school year. PCL is being proactive

and in preparation of its October 2023 site visit, has begun auditing student records for between 2020 and 2022. This additional audit will be complete by September 31, 2023. As appropriate, PCL will issue any potential refunds or fee reversals at the conclusion of this audit.

REDACTED refund not paid on August 1, 2023 (paid on August 8, 2023): On August 1, 2023, PCL was not aware that a refund was due to REDACTED for the 2022-2023 school year pursuant rule 4.241 because REDACTED did not enroll for the 2022-2023 school year. Instead, PCL conducted a 4.241 audit of REDACTED records dating back to 2020 through 2022. Furthermore, his account required investigation of bank records that were not available prior to August 1, 2023 – bank records became available on August 4, 2023. After reviewing the newly available bank records on the next business day, August 7, 2023, PCL verified that REDACTED made a payment on 12/31/2021. Based on this verified information, it was determined that REDACTED was owed a refund pursuant rule 4.241 and a check was issued and mailed to REDACTED the next business day on August 8, 2023. No further funds are due to REDACTED.

To ensure future compliance with Rule 4.241, PCL will strictly enforce its existing policy of requiring a signed disclosure and adhering to all requirements of rule 4.241 before allowing students to register for an academic term and creating an invoice. In addition, PCL has adopted a policy of quarterly audits to ensure the enforcement of such policy and immediate refund or reversal of fees for any payment not in compliance with Rule 4.241.

**PROPOSED ANNOTATED SUMMARY AND RESTATEMENT OF PEOPLES COLLEGE OF LAW  
PROBATIONARY STATUS EFFECTIVE DECEMBER 2, 2022 – MAY 30, 2024**

**1. Guidelines 1.9 and 2.10:** To demonstrate full compliance, the school should demonstrate that it has adopted adequate procedures to properly document applications for accommodations and decisions in student files, to secure health records against unauthorized disclosure, and to effectively administer the school's privacy policy. While the law school advised that as of November 2022 it had adopted and posted a compliant policy, later status reports indicate that the policy is in draft stage and is still being finalized as of March 1, 2023.

Since the December 2, 2022 committee meeting, staff has received two complaints from students regarding the policy's availability and application, and State Bar staff requested information related to these complaints. (Student A complaint, January 2023; Student B complaint, March 2023.)

**Outstanding Action:** The law school must demonstrate in its April 2023 progress report that it has created and implemented compliant procedures for reasonable accommodations and responded to the compliance issues raised by the student complaints, and resolved the conflict that appears to be present in the law school's prior responses.

**PCL's Response 5/1/23:**

Regarding the creation and implementation of compliant procedures the PCL student handbook outlines a process for applying for accommodations. It states in part:

A student who has a disability, long term or short term, and wants accommodation for it at PCL in taking exams or doing other academic work, must submit a written request for accommodation to the PCL Administrator.

The request must state (a) what the disability is, (b) how it interferes with the student's ability to take exams or do other academic work, (c) what accommodations are requested and (d) how long the student requests the accommodations to be in effect. The request must be accompanied by a statement from a physician or other qualified professional stating, at a minimum, what the disability is and what accommodations should be given. The student may, in addition, submit other types of support for the request, such as verification of accommodations from undergraduate institutions or on the LSAT, and any other information and documentation the student believes is relevant to the request. Students must not send original documents, but should keep their original documents along with copies of everything they submit.

Entering students are urged to apply during the first week of August. Continuing students are urged to apply as soon as they are aware of the need for accommodation. Students should use all reasonable efforts to submit a request and documentation no later than six weeks before an exam. While PCL will make its best effort to process a student's request for accommodation promptly, a request can be denied if there is insufficient time to gather and



evaluate the appropriate information. PCL may determine to request independent evaluations before granting or extending a requested accommodation.

The Administrator must send the request and all documents submitted in support of it to the Dean and the Executive Committee. The Dean will make the initial decision on the request, and must notify the student and the Executive Committee of the decision in writing. The decision must state whether the accommodation is granted, in whole or in part, and if granted, how long the student's accommodation will be in effect. After expiration of the time the accommodation is in effect, or within 60 days before the end of that time, the student may request renewal of the same or a similar accommodation, and must do so according to the same provisions as stated above.

The decision, whether denying the accommodation, or granting it in whole or in part, and the time during which it is in effect, is reviewable by the Executive Committee. The Executive Committee must review it if the student requests review within thirty days after receiving the decision from the Dean. The Executive Committee may review the decision even without a request for review, if the Executive Committee decides to do so thirty days after receiving the decision from the Dean. The Executive Committee must notify the student and the Dean of its decision on review within sixty days after the student's request for review or the Committee's own decision to review. There is no further right to review in PCL. However, the student may submit to any member of the Community Board a written request that the Community Board review the decision of the Executive Committee, and the Community Board may decide to review or not to review, in whole or in part.

Accommodations may consist of additional time to take exams or do other academic work, and may consist of any other reasonable accommodation. However, the maximum additional time for the exam or work may not exceed twice the time allowed to students who do not have accommodations for the exam or work, unless, on review, the Community Board determines that more than twice the time is warranted and reasonable.

In general, PCL will try to follow the policies of the State Bar of California for the Bar Exam and the First Year Law Students Exam regarding types of disabilities and types of accommodations in exams. As of February 2020, the State Bar's website states the following about those policies (at <http://www.calbar.ca.gov/Admissions/Examinations/Requesting-Testing-Accommodations>):

To address the issues regarding the availability of the testing accommodation application PCL will create a new tab on the PCL website labeled Testing Accommodations. Here, students will be able to download the most recent accommodations request form. This form will be available for download to all current, and prospective students. Additionally, the accommodation language referenced above will be added to the body of the page.

Further, we are pleased to report that our new website has launched as of April 28, 2023. However, we acknowledge that the page providing information on how to apply for accommodations still needs to be added to the site, along with other necessary updates.

Our development team estimates that it will take approximately 6 weeks to complete these updates, and we are committed to completing them as soon as possible. We recognize the significance of providing accurate and comprehensive information on this matter, and appreciate the opportunity to work with the Bar to ensure that all students have access to the necessary accommodations.

Additionally, student complaints that have been raised by one student have been resolved and accommodations have been provided.

PCL has recently received a complaint from a student with initials REDACTED. The complaint will be responded to within the allotted time for a response and a copy will be made available to the State Bar, if this is the conflict that the State Bar is referring to. If not further clarification is needed by the State Bar.

**PCL's Response 6/1/23:**

PCL has finished the update to the website regarding the accommodations page. On the website, the button can be found under current students. The current students tab has a button entitled accommodations.

The accommodations page clearly states the school policy, provides a timeline for the accommodations process and provides a form in which students can easily download and submit to the school.

The administrator will then ensure all forms are complete, including documentation from the healthcare provider, if applicable before they are sent to the dean for review.

**PCL's Response 7/1/23:**

The accommodations page on our website has been successfully updated as mentioned in the previous report. Students can access it under the "Current Students" tab, where they will find the school policy, a timeline for the accommodations process, and a downloadable form. Our administrator is ensuring all forms are complete before sending them to the dean for review. We remain dedicated to providing a smooth accommodations process for our students.

**PCL's Response 8/1/23:**

PCL retains the same policy and no change has been made.

**PCL's Response 9/1/23:**

The accommodations page on our website has been updated, as mentioned in the previous report. Students can access the policy and accommodations request form under the "Current Students" tab, where they will find the school policy, a timeline for the accommodations process, and a downloadable form. The administrator is ensuring all forms are complete before sending them to the dean for review.

PCL will send an email to students at the beginning of the school year reminding them to review the student handbook and to remind the students of the process for requesting accommodations.

2. **Guideline 2.2(B):** To bring itself into full compliance, the school should demonstrate that its refund policies have been stated clearly and consistently in its publications.

The law school appears to have a compliant refund policy regarding those who withdraw. The law school does not appear to have a compliant policy of providing refunds to students when the law school does not comply with Rule 4.241 and California Business and Professions Code section 6061. See item 4 for more detail.

**Outstanding Action:** The law school must document full compliance with Rule 4.241, including providing any refunds that are required under the rule, and provide evidence of compliance in its April 2023 progress report.

**PCL's Response 5/1/23:**

PCL will provide refunds where required by Rule 4.241. Proof of refunds will be made available to the State Bar thereafter.

**PCL's Response 6/1/23:**

We have developed a timeline for providing the required refunds to the specific students. Please find the timeline below, taking into account the approval process by the PCL Board of Directors:

1. June 18: Board Meeting - Refunds Approval
  - Include the item regarding refunds on the agenda for the PCL Board of Directors meeting.
  - Present the refund proposal to the board for their review and approval.
  - Seek necessary discussions and deliberations to obtain the board's consent on issuing the refunds.
2. June 19 - July 31: Refund Calculation and Processing
  - Once the refunds have been approved by the Board, initiate the process of calculating the exact refund amounts for each affected student, considering any applicable criteria as per Rule 4.241.
  - Prepare detailed documentation and evidence to support the refund calculations and compliance with the rule.
  - Notify the identified students about the approved refunds and provide them with the necessary information regarding the refund process and timelines.
3. August 1 - 15: Refund Issuance
  - Finalize the refund amounts for each student based on the approved calculations.
  - Prepare and issue the refund payments, ensuring they are disbursed to the respective students in a timely manner.
  - Maintain accurate records of the refund transactions and ensure proper documentation for auditing and compliance purposes.

By following this timeline, we aim to provide the required refunds to the specific students in accordance with Rule 4.241. It is essential to obtain the approval of the PCL Board of Directors during their June 18th meeting to proceed with the refund process. Once

approved, we will promptly calculate, process, and issue the refunds to the affected students. Our goal is to finalize and complete the refund issuance by mid-August, ensuring compliance with the Bar's requirements and demonstrating our commitment to rectifying any discrepancies promptly.

**PCL's Response 7/1/23:**

The PCL Board of Directors recognizes the importance of student refunds and has scheduled a dedicated discussion on this matter during the upcoming board meeting on July 16, 2023. Due to the ongoing process of electing a new slate of directors, the agenda item pertaining to student refunds was appropriately deferred until the next regularly scheduled meeting to ensure all relevant parties are present to make informed decisions.

In addition to the upcoming board meeting, the PCL Board of Directors has recently passed critical votes in June, including decisions regarding the purchase of a new building and associated logistical considerations. These matters required careful attention and deliberation from the board members. However, the issue of student refunds remains a priority, and the board is committed to addressing it in a timely manner.

Following the board meeting, the PCL administrator and dean will promptly reach out to eligible students and initiate the refund process in accordance with the applicable guidelines and regulations, including Rule 4.241 and California Business and Professions Code section 6061. We understand the importance of providing refunds to students when the law school fails to comply with the specified requirements, and we are dedicated to rectifying any instances where our refund policy may have fallen short of compliance.

We appreciate the Board's oversight and guidance in ensuring that our refund policies are fully compliant and transparent. The PCL administration is committed to maintaining clear communication and consistency in our publications to provide students with the necessary information regarding our refund policies. We will continue to review and refine our policies to align with the expectations set forth by the Board and the relevant regulations.

**PCL's Response 8/1/23:**

PCL has conducted an audit to verify Rule 4.241 compliance for all students enrolled in the 2022-2023 academic year. Based on our examination, the following non-compliant fees have been identified and are to be refunded to the respective students:

1. **REDACTED**

- Fall 2022: REDACTED
- Spring 2023: REDACTED

Total Refund: REDACTED

Refund Issued on 8.01.23

2. **REDACTED**

- Spring 2023: REDACTED

Total Refund: REDACTED

Refund Issued on 8.01.23

3. **REDACTED**
- Winter 2022: REDACTED
  - Spring 2023: REDACTED

Total Refund: REDACTED

Refund Issued on 8.01.23

4. **REDACTED**
- Spring 2023: REDACTED

Total Refund: REDACTED

Refund Issued on 8.01.23

5. **REDACTED**
- Fall 2022: REDACTED

Total Refund: REDACTED

Refund Issued on 8.01.23

6. **REDACTED**
- Winter 2022: REDACTED
  - Spring 2023: REDACTED

Total Refund: REDACTED

Refund Issued on 8.01.23

For a detailed breakdown of this information, please consult **Attachment A**. Additionally, receipts and proof of refunds are enclosed in **Attachment B**.

**PCL's Response 9/1/23:**

As of August 1, 2023, PCL has done a complete compliance audit of Rule 4.241 for the 2022-2023 school year and has issued the appropriate refunds as requested by the June 2023 CBE motion. Our previous report mentioned one student who was not issued a refund. This refund was not for the 2022-2023 school year. PCL is being proactive and in preparation of its October 2023 site visit, has begun auditing student records for between 2020 and 2022. This additional audit will be complete by September 31, 2023. As appropriate, PCL will issue any potential refunds or fee reversals at the conclusion of this audit.

REDACTED refund not paid on August 1, 2023 (paid on August 8, 2023: On August 1, 2023, PCL was not aware that a refund was due to REDACTED for the 2022-2023 school year pursuant rule 4.241 because REDACTED did not enroll for the 2022-2023 school year. Instead, PCL conducted a 4.241 audit of REDACTED records dating back to 2020 through 2022. Furthermore, his account required investigation of bank records that were not available prior to August 1, 2023 – bank records became available on August 4, 2023. After reviewing the newly available bank records on the next business day ,August 7, 2023, PCL verified that REDACTED made a payment on 12/31/2021. Based on this verified information, it was determined that REDACTED was owed a refund pursuant rule 4.241 and a check was issued and mailed to REDACTED the next business day on August 8, 2023. No further funds are due to REDACTED

To ensure future compliance with Rule 4.241, PCL will strictly enforce its existing policy of requiring a signed disclosure and adhering to all requirements of rule 4.241 before allowing

students to register for an academic term and creating an invoice. In addition, PCL has adopted a policy of quarterly audits to ensure the enforcement of such policy and immediate refund or reversal of fees for any payment not in compliance with Rule 4.241.

**3. Guideline 2.3(B):** To bring itself into full compliance, the school should remove from the Catalog any electives not offered in the past three years or not expected to be offered in the next two years, and inform students in the Catalog that electives are not are taught each year, but are offered from time to time based on student interest and instructor availability. Subsequent to the inspection, the school adopted a compliant policy and updated the Catalog in this area.

**4. Guideline 2.3(D):** To bring itself into full compliance, the school should demonstrate that the disclosure statements required by Guideline 2.3(D)(1)-(3), Business and Professions Code section 6061.7, and Rule 4.241 have been implemented accurately, completely, consistently, and as mandated.

**A. Compliance with Business and Professions Code 6061.7(a)**

During 2022, the State Bar observed that PCL's Business and Professions Code section 6061.7(a) web disclosures and handbook were found to be out-of-date on the law school's website from January through June 2022. Staff reminded the law school to update the disclosures throughout the first half of 2022. PCL did so in May and June 2022. In November 2022, staff informed the law school via email that outdated disclosures appeared again in November 2022. PCL updated the disclosure and advised that this was due to reliance on volunteer work to update the website and that they would contract with information technology professionals to update the website. Since that time, the law school advises that as of March 1, it had selected a vendor and placed a deposit, but a timeline was not available.

**Outstanding Action:** In its April 2023 progress report, the law school must demonstrate that it is in compliance with the data and posting requirements of California Business and Professions Code section 6061.7(a), and document a specific timeline for its updated process, since it advises that the current process is insufficient to ensure sustained compliance.

**PCL's Response 5/1/23:**

PCL contracted with an internet technology professional on February 28, 2023 to rebuild, optimize and upgrade the PCL website and migrate onto a different web host. PCL has also addressed our email issues and upgraded to G SUITE. As of today the website is fully migrated and we are working with the vendor to update all relevant information, documents, etc. Our development team estimates that it will take approximately 6 weeks to complete these updates, and we are committed to completing them as soon as possible.

As of Friday, April 28 the following materials have been updated:

1. Admissions data
2. Tuition, fees and financial aid
3. Conditional scholarships
4. Enrollment data

## 5. Average class size

We are currently working with and learning the new platform, and so further adjustments will be made to disclose total staff size. In addition, we are going to construct a new tab for information disclosure and a new tab specifically that explains accommodation policies and an accommodation request form. Again, compliance is ongoing, but we are moving in the right direction and out of date information is only due to very recent changes (made in the last two weeks) during which the website was still in the process of migration. The new website has the advantage of being on a much more stable platform.

### **PCL's Response 6/1/23:**

Disclosures on the website and the handbook are up to date. They have been updated with the most current information.

We no longer rely on volunteers for website updates. Administration now manages and maintains our website using Squarespace.

### **PCL's Response 7/1/23:**

We want to reiterate that the status remains unchanged from the previous report. The disclosures on our website and handbook are still up to date with the most current information. Additionally, we continue to utilize Squarespace for website management, with the administration handling updates.

### **PCL's Response 8/1/23:**

PCL retains the same policy and no change has been made.

### **PCL's Response 9/1/23:**

Disclosures on the website and the handbook are up to date. As previously stated, they have been updated with the most current information. Furthermore, PCL no longer rely on volunteers for website updates and the Administration now manages and maintains our website. Furthermore, the Administration has calendared quarterly reviews of the website to ensure compliance.D

## B. Compliance with Rule 4.241

It appears from data provided by the law school that it is not in full compliance with Rule 4.241. This rule requires the law school to: (1) provide specified comprehensive disclosures to students prior to them making a payment for any term, which would be a quarter in the case of PCL; (2) have each student sign a copy of the disclosure statement; and (3) provide each student with a copy of their signed disclosure statement as a receipt. If the school fails to comply, it must refund all fees for that term, including tuition, to the student.

Additionally, noncompliance with this rule is cause for withdrawal of registration.

The data PCL has provided to date indicates that several students are owed refunds for one or more quarters. The law school updated its disclosure statement policy in January 2023, but it does not appear that PCL has been acting in accordance with its policy.

State Bar staff has taken significant action to address this issue:

On December 8, 2022, State Bar staff requested the signed disclosures for one particular student who had completed three years of study. On December 30, the law school advised that it forwarded all disclosures that it had in its possession for the student, delivering one unsigned disclosure for one term, without evidence that it had been distributed to the student. On January 6, State Bar staff advised the law school that the disclosure was unsigned and asked the law school to provide evidence of compliance or provide a refund to the student by January 13 for that term as well as for any other term for which the law school did not comply with the Rule 4.241 process.

The law school did not respond by January 13.

On January 18, State Bar staff repeated its request regarding that student, and expanded the request by asking the law school to demonstrate compliance as to Rule 4.241 for all students enrolled during the 2022-2023 school year or provide refunds as required by the rule.

Later that day, on January 18, PCL's dean advised that the response had been completed but was still lodged in her draft folder. When she sent it, the response only addressed the disclosures for the original student, indicating that some more information had been found, and did not respond to the request as to the other students.

On January 26, PCL provided additional information regarding the first student including a recently located signature page, but still did not provide information regarding the other students enrolled during the 2022-2023 school year.

On February 1, PCL provided additional disclosures for the original student with the subject line "Newly Found – Tuition Enrollment Agreements."

On February 7, State Bar staff was scheduled to meet with PCL to determine why the law school had not demonstrated compliance. The law school postponed the meeting, rescheduling to February 13.

On February 13, 2023, State Bar staff met with the law school. PCL provided a spreadsheet with some, but not all, of the information requested.

Based on the data PCL provided it appears that:

- At least 6 students did not sign disclosures for the Fall 2022 term
- At least 6 students did not sign disclosures for the Winter 2023 term
- Of the students above, 4 students did not sign a disclosure for either the fall 2022 or winter 2023 terms
- At least one student did not sign a disclosure for the spring 2020 term
- For the fall 2022 term, 13 out of 14 students who signed their disclosures did so in December 2022 or January 2023, which was well after the start of the term and likely after the students had paid tuition for the term
- For the spring 2023 term, 12 of 13 students signed the disclosures between September and December 2022. Significantly, in many cases, the documents reflect that students signed the spring 2023 disclosure before they signed the fall 2022 disclosure. Additionally, the spring 2023 term disclosures appear to have been signed during the period when the Committee was considering whether to terminate the school's registration and before a



decision had been made, and it is unclear whether students were provided with full information as to the law school's status.

The spreadsheet provided at the meeting was not fully responsive to the State Bar's requests. The law school needs to show for each student, for each term, that the student received a timely and complete disclosure prior to making a payment for that term, signed it, and received a copy of the signed disclosure. For any instance where PCL cannot demonstrate compliance, it must provide a refund to the student for that term.

The law school also indicated that it implemented a new procedure in January 2023 to ensure compliance, but PCL's data indicates that not all students signed the disclosure for the term beginning in January 2023, so that procedure appears to need further modification.

At the meeting, PCL agreed to provide an update demonstrating compliance complete its analysis, but no update has been received. after the exam period and include it in the March progress report. The law school did provide a copy of the disclosure that they indicate was distributed to all students at the start of the fall 2022 term, but no further update has been received since February 13.

Staff provided courtesy reminders on February 21 and March 16.

**Outstanding Action:** The law school must demonstrate for the original student identified and for each student enrolled during the fall 2022 or spring 2023 term, for , that the student received a timely and complete disclosure prior to making a payment, signed it, and received a copy of the signed disclosure. For any instance where PCL cannot demonstrate compliance, it must provide a refund to the student for that term. PCL must document compliance it is April 2023 progress report.

**PCL's Response 5/1/23:**

PCL will provide refunds where required by Rule 4.241. Proof of refunds will be made available to the State Bar thereafter.

PCL would like clarification in regards to this paragraph provided by the State Bar, " On December 8, 2022, State Bar staff requested the signed disclosures for one particular student who had completed three years of study. On December 30, the law school advised that it forwarded all disclosures that it had in its possession for the student, delivering one unsigned disclosure for one term, without evidence that it had been distributed to the student. On January 6, State Bar staff advised the law school that the disclosure was unsigned and asked the law school to provide evidence of compliance or provide a refund to the student by January 13 for that term as well as for any other term for which the law school did not comply with the Rule 4.241 process," PCL would like to seek clarification that the student in question is REDACTED so that we may process a refund.

**PCL's Response 6/1/23:**

We have developed a timeline for providing the required refunds to the specific students. Please find the timeline below, taking into account the approval process by the PCL Board of Directors:

1. June 18: Board Meeting - Refunds Approval

- Include the item regarding refunds on the agenda for the PCL Board of Directors meeting.
- Present the refund proposal to the board for their review and approval.
- Seek necessary discussions and deliberations to obtain the board's consent on issuing the refunds.

2. June 19 - July 31: Refund Calculation and Processing

- Once the refunds have been approved by the Board, initiate the process of calculating the exact refund amounts for each affected student, considering any applicable criteria as per Rule 4.241.
- Prepare detailed documentation and evidence to support the refund calculations and compliance with the rule.
- Notify the identified students about the approved refunds and provide them with the necessary information regarding the refund process and timelines.

3. August 1 - 15: Refund Issuance

- Finalize the refund amounts for each student based on the approved calculations.
- Prepare and issue the refund payments, ensuring they are disbursed to the respective students in a timely manner.
- Maintain accurate records of the refund transactions and ensure proper documentation for auditing and compliance purposes.

By following this timeline, we aim to provide the required refunds to the specific students in accordance with Rule 4.241. It is essential to obtain the approval of the PCL Board of Directors during their June 18th meeting to proceed with the refund process. Once approved, we will promptly calculate, process, and issue the refunds to the affected students. Our goal is to finalize and complete the refund issuance by mid-August, ensuring compliance with the Bar's requirements and demonstrating our commitment to rectifying any discrepancies promptly.

**PCL's Response 7/1/23:**

The PCL Board of Directors recognizes the importance of student refunds and has scheduled a dedicated discussion on this matter during the upcoming board meeting on July 16, 2023. Due to the ongoing process of electing a new slate of directors, the agenda item pertaining to student refunds was appropriately deferred until the next regularly scheduled meeting to ensure all relevant parties are present to make informed decisions.

In addition to the upcoming board meeting, the PCL Board of Directors has recently passed critical votes in June, including decisions regarding the purchase of a new building and associated logistical considerations. These matters required careful attention and deliberation from the board members. However, the issue of student refunds remains a priority, and the board is committed to addressing it in a timely manner.

Following the board meeting, the PCL administrator and dean will promptly reach out to eligible students and initiate the refund process in accordance with the applicable guidelines and regulations, including Rule 4.241 and California Business and Professions Code section 6061. We understand the importance of providing refunds to students when the law school

fails to comply with the specified requirements, and we are dedicated to rectifying any instances where our refund policy may have fallen short of compliance.

We appreciate the Board's oversight and guidance in ensuring that our refund policies are fully compliant and transparent. The PCL administration is committed to maintaining clear communication and consistency in our publications to provide students with the necessary information regarding our refund policies. We will continue to review and refine our policies to align with the expectations set forth by the Board and the relevant regulations.

**PCL's Response 8/1/23:**

PCL has conducted an audit to verify Rule 4.241 compliance for all students enrolled in the 2022-2023 academic year. Based on our examination, the following non-compliant fees have been identified and are to be refunded to the respective students:

1. **REDACTED**

- Fall 2022: REDACTED
- Spring 2023: REDACTED

Total Refund: REDACTED

Refund Issued on 8.01.23

2. **REDACTED**

- Spring 2023: REDACTED

Total Refund: REDACTED

Refund Issued on 8.01.23

3. **REDACTED**

- Winter 2022: REDACTED
- Spring 2023: REDACTED

Total Refund: REDACTED

Refund Issued on 8.01.23

4. **REDACTED**

- Spring 2023: REDACTED

Total Refund: REDACTED

Refund Issued on 8.01.23

5. **REDACTED**

- Fall 2022: REDACTED

Total Refund: REDACTED

Refund Issued on 8.01.23

6. **REDACTED**

- Winter 2022: REDACTED
- Spring 2023: REDACTED

Total Refund: REDACTED

Refund Issued on 8.01.23

For a detailed breakdown of this information, please consult **Attachment A**. Additionally, receipts and proof of refunds are enclosed in **Attachment B**.

**PCL's Response 9/1/23:**

As of August 1, 2023, PCL has done a complete compliance audit of Rule 4.241 for the 2022-2023 school year and has issued the appropriate refunds as requested by the June 2023 CBE motion. Our previous report mentioned one student who was not issued a refund. This refund was not for the 2022-2023 school year. PCL is being proactive and in preparation of its October 2023 site visit, has begun auditing student records for between 2020 and 2022. This additional audit will be complete by September 31, 2023. As appropriate, PCL will issue any potential refunds or fee reversals at the conclusion of this audit.

REDACTED refund paid on August 8, 2023: On August 1, 2023, PCL was not aware that a refund was due to REDACTED for the 2022-2023 school year pursuant rule 4.241 because REDACTED did not enroll for the 2022-2023 school year. Instead, PCL conducted a 4.241 audit of REDACTED records dating back to 2020 through 2022. Furthermore, his account required investigation of bank records that were not available prior to August 1, 2023 – bank records became available on August 4, 2023. After reviewing the newly available bank records on the next business day, August 7, 2023, PCL verified that REDACTED made a payment on 12/31/2021. Based on this verified information, it was determined that REDACTED was owed a refund pursuant rule 4.241 and a check was issued and mailed to REDACTED the next business day on August 8, 2023. No further funds are due to REDACTED.

To ensure future compliance with Rule 4.241, PCL will strictly enforce its existing policy of requiring a signed disclosure and adhering to all requirements of rule 4.241 before allowing students to register for an academic term and creating an invoice. In addition, PCL has adopted a policy of quarterly audits to ensure the enforcement of such policy and immediate refund or reversal of fees for any payment not in compliance with Rule 4.241.

**5. Guidelines 2.9(A)-(B) and 5.24:** To bring itself into full compliance, the school should demonstrate that the Catalog and other publications set forth the school's academic standards and student assessment policies accurately, clearly, consistently, and as mandated.

The law school's catalog was posted on its web site in draft form, including notes, and included noncompliant policies, from January through May 2022. After multiple staff reminders and a directive from the Committee in March 2022, the law school posted an updated document in May 2022.

Many of the law school's website pages appear out of date, potentially confusing prospective or current students as to PCL's current academic policies. Examples include: the law school's homepage indicates that the admission season for 2021-2022 is open, with the next class starting in fall 2021; recent bar passage data stops with 2019; and many pictures on the virtual tour show the library, which has been unavailable for a number of years after a fire, and the law school is operating under a waiver regarding its library. The law school's progress reports indicate that the law school intends to hire information technology experts

to assist with website updates, and to adopt a web platform that can be more easily updated by staff and volunteers, but no timeline is provided for this action.

**Outstanding Action:** The law school must update its website and publications and provide a timeline as to when this process will be complete, in its April 2023 progress report.

**PCL's Response 5/1/23:**

Thank you for your inquiry about the progress of our website development. We are pleased to inform you that the law school's new website was launched on April 28, 2023. The development team has estimated that it will take approximately 6 weeks from the launch date to complete all necessary updates to the website. Our priority is to ensure that the website is fully functional and user-friendly, with a focus on providing a seamless user experience for our students, faculty, and other stakeholders. We understand the importance of timely and effective communication, and are committed to keeping you informed throughout the development process.

**PCL's Response 6/1/23:**

We have made significant improvements to our school's website by addressing outdated pages and establishing dedicated sections to post essential information about the institution and its policies.

We have updated the dates for open enrollment, updated the bar passage data and deleted pictures of the law library.

We recognize the importance of maintaining an up-to-date and informative online presence. As part of our ongoing commitment to enhancing user experience, we are actively working on frequent updates to ensure that our website remains current, informative, and user-friendly.

**PCL's Response 7/1/23:**

We want to assure you that the significant improvements made to our school's website, including addressing outdated pages and establishing dedicated sections for essential information, remain in place. Updates to open enrollment dates, bar passage data, and removal of outdated law library pictures have been implemented. Our ongoing commitment to maintaining an up-to-date and user-friendly website continues.

**PCL's Response 8/1/23:**

PCL retains the same policy and no change has been made.

**PCL's Response 9/1/23:**

PCL has updated its website and publications and continues to make updates to its catalog and website.

**6. Guideline 2.9(C):** To bring itself into full compliance, the school should adopt, publish, and implement a policy, including oversight provisions, to ensure that students are provided with written statements of the components of course grades. Subsequent to the inspection, the school adopted a compliant policy and provided the State Bar with a copy of that policy.

**7. Guideline 2.9(D):** To bring itself into full compliance, PCL should adopt, publish, and implement a policy on authentication of student work, and discontinue its current practice of allowing students to take in-class exams using devices that are not protected by exam-security software.

After the inspection in 2020, the law school purchased commercial software that provided exam security. During the fall semester in 2022, the law school had a technical issue with its software and ordered students to come in to take their exams, though another technical solution was found. The law school is again considering changing its vendor to a vendor it previously rejected. It is unclear whether the switching represents a technical issue or an evolving process. In addition, the law school's policy includes significant exceptions that allow students to take exams unmonitored, limiting the law school's ability to authenticate student work.

**Outstanding Action:** The law school must document how it ensures exam security and authentication of student work, and document its policies and their implementation, and explain how often the exceptions to the policy are invoked and how exam security and authentication of work is handled in those cases, and document this as part of its April 2023 progress report.

**PCL's Response 5/1/23:**

During the Fall Quarter of 2020, PCL adopted the following policy and procedures on authentication of student work:

**POLICY/PROCEDURES TO AUTHENTICATE STUDENT WORK**

A. Exams: All exams must be given using Microsoft Teams. If the exam is given remotely, the monitoring function of Teams must be used. If the exam is given in the classroom, the instructor or a non-student substituting for the instructor must be present during the entire exam to monitor the students. Students who handwrite exam answers must have all their electronic devices turned off. Students who answer the exams by Teams on a computer must have all their other electronic devices turned off. If the exam is given remotely, all students must have their video activated during the entire exam, but exceptions are allowed for students who encounter technical problems that result in the student not being able to have their video activated.

(The Faculty-Curriculum Committee notes that exams are given with Microsoft Teams. Teams requires students to register for each exam. The students' exam answers are sent to the Microsoft Teams account and only accessible through Teams. When taking the exams, the students' computer screens are locked upon being opened by the student, and thus the students cannot access other materials while the test is being taken. While taking the exam, the student is observed by the exam proctor through the webcam. The students' exam answers are submitted to the proctor through the students' Microsoft Teams account.)

B. Remote Class Participation: In all classes given remotely every student should have their video activated during the entire class, unless the student has hardware or software issues related to their computer or internet service provider or an extraordinary circumstance.

(The Faculty-Curriculum Committee notes that online classes are given via Zoom only. The students attend class via Zoom. The students' names are shown during the class. The

students are on camera during the class. Students speak during the classes, and their voices also identify them.)

We are committed to maintaining the integrity of our academic programs and ensuring that all students' work is authentic.

Since the fall of 2022, there have been no exceptions to this policy. Our faculty and staff have worked diligently to ensure that all students are aware of this policy and that all exams are conducted in a monitored setting.

As a result, we do not allow students to take exams unmonitored. This policy has been put in place to protect the integrity of our academic programs and to ensure that all students are held to the same high standards of academic excellence.

**PCL's Response 6/1/23:**

We would like to provide an updated clarification regarding the examination monitoring and safeguarding tools we employ.

We noticed that there was an editing error in our previous report for 5/1/23, incorrectly stating the use of Microsoft for this purpose. We apologize for any confusion caused.

The accurate information is that we utilize Testinville, an advanced testing platform, to enhance exam integrity and monitor student performance.

Testinville offers robust anti-cheating mechanisms that effectively safeguard the integrity of our exams. Through its comprehensive features, such as randomized question orders, time restrictions, and question banks, Testinville helps ensure a fair and secure testing environment. It detects and prevents cheating attempts through various means, including monitoring browser activities, disabling external applications, and preventing copying and pasting during the test.

The platform aids exam monitoring by providing real-time proctoring capabilities, allowing authorized staff to monitor students remotely during their exams. This feature helps ensure adherence to academic honesty standards while maintaining the convenience and flexibility of online testing. Additionally, Testinville provides comprehensive reporting and analysis tools, allowing us to review test results, detect anomalies, and identify potential irregularities for further investigation.

We appreciate the advanced features and safeguards offered by Testinville, which have significantly bolstered our ability to maintain exam integrity and ensure fair evaluations. Moving forward, we will continue to leverage this powerful tool to provide a secure and reliable testing environment for our students.

**PCL's Response 7/1/23:**

We want to reiterate that we continue to utilize Testinville, an advanced testing platform, to enhance exam integrity and monitor student performance. Testinville offers robust anti-cheating mechanisms, including randomized question orders, time restrictions, and question banks, ensuring a fair and secure testing environment. It actively detects and prevents

cheating attempts through various means, such as monitoring browser activities and disabling external applications.

The platform also enables real-time proctoring, allowing authorized staff to remotely monitor students during exams, promoting academic honesty while maintaining the flexibility of online testing. Testinvite provides comprehensive reporting and analysis tools, aiding in reviewing test results, identifying anomalies, and investigating potential irregularities.

We remain appreciative of the advanced features and safeguards provided by Testinvite, which greatly contribute to maintaining exam integrity and ensuring fair evaluations. Our commitment to utilizing this powerful tool for a secure and reliable testing environment continues.

**PCL's Response 8/1/23:**

PCL retains the same policy and no change has been made.

**PCL's Response 9/1/23:**

PCL retains the same policy and no change has been made. PCL continues to use Test Invite to protect its test integrity. Additionally, when PCL returns on campus for in person instruction there will be a proctor present during the testing session. This will be in addition to the use of Test Invite. Further, PCL is exploring the option of transitioning its exam software to Examsoft in the future.

**8. Guidelines 2.10 and 5.17:** To bring itself into full compliance, the school should review, revise, and republish its grade review policy to meet guideline requirements. A student complaint alleged that forms related to grade review were inaccessible during the first part of 2022. (Student Complaint, March 2023.)

**Outstanding Action:** The law school must document the grade review process, and establish whether the policy and related forms are available to students, and document this in the law school's April 2023 progress report.

**PCL's Response 5/1/23:**

The law school recognizes the importance of documenting the grade review process and ensuring that the policy and related forms are easily accessible to students.

We are pleased to inform you that PCL is dedicating significant resources to updating our website, with a specific focus on creating a webpage that is dedicated to the grade review process. This page will provide students with all necessary information regarding the process, as well as access to the required forms.

Our new website will be launched on April 28, 2023. While the timeframe for completing all necessary updates is estimated to be approximately 6 weeks from the launch date, we are confident that the grade review page will be available to students as soon as possible. We understand the importance of providing clear and comprehensive information to our



students, and are committed to documenting the grade review process and ensuring that the policy and related forms are available to them.

**PCL's Response 6/1/23:**

PCL has updated our website and created a webpage that is dedicated to the grade review process (Attached in **Attachment D**). This page provides students with all necessary information regarding the process, as well as access to the required forms.

We understand the importance of providing clear and comprehensive information to our students, and are committed to documenting the grade review process and ensuring that the policy and related forms are available to them.

**PCL's Response 7/1/23:**

We want to assure you that the website update, as mentioned in the previous report, remains in effect. PCL has created a dedicated webpage specifically for the grade review process. This page serves as a centralized resource for students, providing all necessary information and access to the required forms.

We recognize the significance of offering clear and comprehensive information to our students. Hence, we are committed to maintaining an up-to-date documentation of the grade review process, ensuring that the policy and relevant forms are readily available for their convenience.

**PCL's Response 8/1/23:**

PCL retains the same policy and no change has been made.

**PCL's Response 9/1/23:**

The law school continues to document the grade review policy and has placed the form on the PCL website in order to make it easily accessible to all students.

Additionally, PCL has updated its website to include a specific tab under Current Students with a drop-down menu dedicated to the grade review process. This page provides students with all necessary information regarding the process, as well as access to the required forms.

This is the link that explains the grade review process. The students have access to this link 24 hours a day on the website.

<https://www.peoplescollegeoflaw.edu/gradereview>

**9. Guidelines 2.11, 7.1, and 9.1:** To bring itself into full compliance, the school should adopt policies and procedures that are adequate to protect the school's digital records. Subsequent to the inspection, the school purchased Populi, a commercially available package designed for schools containing the safeguards identified in the law school's inspection report.

**10. Guideline 3.1:** To bring itself into full compliance, PCL should demonstrate that it has sufficient administrative capacity to achieve and sustain compliance with the CBE's standards, including written job descriptions for the dean and registrar, and adequate oversight provisions. Subsequent to the inspection, the school increased the paid hours of the administrator, and secured significant volunteer assistance from the dean, the Board, and alumni, resulting in significant progress seen since the inspection. The school also created compliant job descriptions for both the dean and the registrar.

**A. Impact of Reliance on Volunteer Work**

In 2022, the law school advised that it hired additional support staff, but eliminated those roles in 2023 without identifying other sources of volunteer or paid staff. Yet, the law school cited reliance on volunteer labor as the reasons for its noncompliance in a number of areas including: 1) the ability to create courses required for students; 2) the ability to keep the website updated; 3) the ability to issue grades timely. Reliance on volunteers does not excuse compliance.

**Outstanding Action:** While the law school is not required to have a particular number of staff, it must have sufficient capacity available to maintain compliance. The law school should demonstrate how it estimates its needs and fulfills those needs, explaining changes in support from 2022 to 2023, and document this in its April 2023 progress report.

**PCL's Response 5/1/23:**

In response to The Bar's request for information regarding our law school's capacity to maintain compliance, we would like to provide an overview of our current staffing situation and our plans for the future. We acknowledge that we are currently short-staffed, but we have a plan in place to build capacity.

While there is no specific requirement for a certain number of staff, we understand the importance of having sufficient capacity to ensure compliance.

Currently, PCL is operating with a small staff due to limited resources, with only the Dean, administrator and student resource coordinator as paid positions.

Although, PCL's legal clinic coordinator position was vacated it was only a 10 hour a week position and in no way impacted PCL's academic programs. Additionally, PCL has still maintained two part time development consultants who mainly work on fundraising. One of those new part time development contractors, Allision Domato, currently works to coordinate the remaining PCL legal clinics on a consultancy basis to meet the grant requirements.

As explained in our previous report, PCL accepted an offer to sell our building, which we own outright. The proceeds from this sale will be reinvested into our school's operations, including hiring two additional full- time staff members. One of these hires will be a development person, while the other will be a full-time admissions and registration staff member.

We will continue to keep The Bar informed of our progress as we work towards building our capacity to ensure compliance and provide the highest quality education for our students.

**PCL's Response 6/1/23:**

We have devised a timeline to hire additional full-time staff members, with a targeted completion date of August 15th. The timeline is as follows:

**1. June 1-15: Job Posting and Recruitment**

- Develop job descriptions for the development and admissions/registration positions.
- Advertise the job openings on relevant platforms and networks.
- Conduct initial screening of applications and shortlist candidates.

**2. June 16-30: Interviews and Selection**

- Conduct interviews with shortlisted candidates for both positions.
- Evaluate candidates based on their qualifications, experience, and alignment with our school's mission and values.
- Select the most suitable candidates for each role.

**3. July 1-31: Onboarding and Training**

- Extend formal job offers to the selected candidates.
- Coordinate the onboarding process, including completing necessary paperwork and background checks.
- Develop an orientation and training program for the new hires.
- Introduce the new staff members to relevant team members and familiarize them with their respective roles and responsibilities.

**4. August 1-15: Finalization and Start Date**

- Finalize employment contracts and other administrative procedures.
- Ensure the new hires are fully integrated into their respective departments.
- Provide any additional training and resources required for their success.
- August 15th will serve as the start date for the two full-time staff members, officially marking the completion of the hiring process.

By adhering to this timeline, we are confident in our ability to attract and hire qualified professionals who will contribute significantly to our school's development and admissions/registration processes. We will ensure a thorough and efficient hiring process to expedite the expansion of our staff and optimize the support provided to our students.

**PCL's Response 7/1/23:**

An ad was posted on craigslist.org for the positions of admissions recruitment, development and faculty assistant. The job descriptions for those are attached to the report and the link is enclosed to view the opening positions.

**PCL's Response 8/1/23:**

We have promptly responded to the bar's request and have already initiated the interviewing process for the additional staff positions. As per our schedule, the new positions of Registrar/Development, Administrative Assistant, and School Admissions Recruiter are set to commence on September 5, 2023. This proactive approach will ensure a smooth transition and enable the team to be fully operational by the specified date.

**PCL's Response 9/1/23:**

PCL continues to have two full-time staff members and two contractors who work in development and student bar prep respectively. Job descriptions for the two full time positions are attached.

At present, our faculty is composed of volunteers. For the upcoming academic school year PCL has hired nine licensed attorneys to teach the necessary classes. The overwhelming support for PCL has allowed us to fill faculty positions for the upcoming fall semester with volunteers. Moreover, we have staffed most of the classes for the winter and spring.

**B. Impact of Reliance on Student Volunteer Work**

PCL's current model relies on significant student volunteer work. For example, students must perform volunteer work 15 hours per week or pay an additional fee, and students also serve on the governing board. This impacts the time that students have available, and the law school acknowledges that it feels students are already busy, noting in its March 2023 report that students are too busy to fill out faculty evaluations. There is also the potential for conflict of interest or violation of privacy.

**Outstanding Action:** The law school must evaluate the role of student participation to ensure that students have sufficient time to devote to their studies, and the law school has sufficient resources available to sustain compliance. The State Bar remains concerned at the potential for conflict of interest or violation of student privacy, as was expressed at the January 2020 inspection, and seeks further comment from the law school.

**PCL's Response 5/1/23:**

PCL students are not required to "perform volunteer work 15 hours per week or pay additional fee." Accountability hours are 40 hours per year, which roughly translates to 3.3 hours per month since students are open to volunteer during the summer months. PCL's has a school policy in which students are able to perform accountability (volunteer) hours to help reduce the amount of their school tuition. The policy is voluntary and was implemented in the mid 1970's as an alternative to assist students in making tuition more affordable, as is part of the school's mission.

If the student elects to participate in performing accountability hours the student will be offered a reduction of tuition of \$600. The student does not have to participate in voluntary hours and as such each student can monitor their own needs of whether their schedule allows them to participate in accountability hours.

While the social justice mission remains very few students participate in accountability hours, contrary to the spirit of the school in the mid 1970's. To further benefit the student, PCL will be raising its student accountability wage from \$16.78 per hour to \$20 an hour. This wage is higher than the minimum wage standards in the City of Los Angeles. This will reduce the amount of hours that the students will be required to volunteer to meet the \$600 accountability fee.

PCL has revisited the policy in regards to students being a part of the board. PCL understands the State Bar's concerns of the bar and has taken precautionary measures to protect student privacy in disciplinary issues, student concerns, faculty issues. These issues are confidential and are dealt in closed sessions.

Furthermore, students are not privy to transcripts because the administrator fulfills the transcript requests. The school has experienced fewer volunteer efforts. If student volunteers are utilized they are involved in fundraising committees and helping to organize the legal clinic.

**PCL's Response 6/1/23:**

PCL continues its practice as listed above in PCL's response.

**PCL's Response 7/1/23:**

PCL continues its practice as listed above in PCL's response.

**PCL's Response 8/1/23:**

PCL continues its practice as listed above in PCL's response.

**PCL's Response 9/1/23:**

As stated previously PCL students are not required to "perform volunteer work 15 hours per week or pay additional fee." Accountability hours are 40 hours per year, which roughly translates to 3.3 hours per month since students are open to volunteer during the summer months. PCL has a school policy in which students are able to perform accountability (volunteer) hours to help reduce the amount of their school tuition. The policy is voluntary and was implemented in the mid 1970's as an alternative to assist students in making tuition more affordable, as is part of the school's mission.

If the student elects to participate in performing accountability hours the student will be offered a reduction of tuition of \$600. The student does not have to participate in voluntary hours and as such each student can monitor their own needs of whether their schedule allows them to participate in accountability hours.

**C. Overall Ability to Maintain Compliance**

It is unclear whether the law school has sufficient resources to maintain compliance.

Examples include:

- a. The law school has not been able to create a fourth-year program of study for a student who was due to begin that study in September 2022.
- b. The law school has not fully implemented its testing accommodation policy first considered in 2020, but not yet implemented. Two complaints regarding the law school's current process have been received since the Committee's December 2022 meeting.
- c. When asked to document compliance with Rule 4.241, the law school was challenged to locate the relevant records and has not been able to locate all records after three months of efforts.
- d. The law school admitted at least one student on the first day of her classes in fall 2022, and no orientation was provided for her after orientation was conducted one week prior for

other students. (Student Compliant January 2023; Staff meeting with Peoples College of Law, February 13, 2023.)

e. The law school did not respond to several requests from State Bar staff to complete its demographic reporting spreadsheet that is part of the law school's annual report. After first requesting updates on December 6, and reminding the law school in writing on several occasions, the material was ultimately provided on February 16, 2023.

**f. Outstanding Action:** The law school must engage sufficient staff and administrative support to maintain compliance with all Rules and Guidelines including responding to State Bar staff requests and probation requirements in a timely manner, and documenting its process to track status, complete and close requests in its April 2023 progress report.

**PCL's Response 5/1/23:**

To comply with all Rules and Guidelines, including responding to State Bar staff requests and probation requirements in a timely manner, our law school acknowledges the need to engage sufficient staff and administrative support.

However, currently, we are short-staffed but have a plan to build capacity, as mentioned earlier.

In addition to the plan to document its process and track status, our law school has a timeline to build more capacity. Recently, PCL accepted an offer to sell the building, as of last week. The escrow period is for 60 days and PCL is currently viewing several buildings in the area.

Once the sale is complete, PCL intends to hire two full-time staff members, including one development person and a full-time admissions and registration staff member. This step will help the law school to engage sufficient staff and administrative support to maintain compliance with all Rules and Guidelines, including responding to State Bar staff requests and probation requirements in a timely manner.

We are committed to ensuring that PCL is well-equipped to meet all of its obligations and responsibilities towards its students and the State Bar.

**PCL's Response 6/1/23:**

We have devised a timeline to hire additional full-time staff members, with a targeted completion date of August 15th. The timeline is as follows:

**1. June 1-15: Job Posting and Recruitment**

- Develop job descriptions for the development and admissions/registration positions.
- Advertise the job openings on relevant platforms and networks.
- Conduct initial screening of applications and shortlist candidates.

**2 June 16-30: Interviews and Selection**

- Conduct interviews with shortlisted candidates for both positions.
- Evaluate candidates based on their qualifications, experience, and alignment with our school's mission and values.

- Select the most suitable candidates for each role.

### 3. July 1-31: Onboarding and Training

- Extend formal job offers to the selected candidates.
- Coordinate the onboarding process, including completing necessary paperwork and background checks.
- Develop an orientation and training program for the new hires.
- Introduce the new staff members to relevant team members and familiarize them with their respective roles and responsibilities.

### 4. August 1-15: Finalization and Start Date

- Finalize employment contracts and other administrative procedures.
- Ensure the new hires are fully integrated into their respective departments.
- Provide any additional training and resources required for their success.
- August 15th will serve as the start date for the two full-time staff members, officially marking the completion of the hiring process.

By adhering to this timeline, we are confident in our ability to attract and hire qualified professionals who will contribute significantly to our school's development and admissions/registration processes. We will ensure a thorough and efficient hiring process to expedite the expansion of our staff and optimize the support provided to our students.

### **PCL's Response 7/1/23: (Attachment)**

An ad was posted on craigslist.org for the positions of admissions recruitment, development and faculty assistant. The job descriptions for those are attached to the report and the link is enclosed to view the opening positions.

### **PCL's Response 8/1/23:**

We have promptly responded to the bar's request and have already initiated the interviewing process for the additional staff positions. As per our schedule, the new positions of Registrar/Development, Administrative Assistant, and School Admissions Recruiter are set to commence on September 5, 2023. This proactive approach will ensure a smooth transition and enable the team to be fully operational by the specified date.

### **PCL's Response 9/1/23:**

Several Board members have been working approximately 35-40 hours assisting staff with compliance issues and the development and update of policies and procedures.

**11. Guidelines 4.8 and 4.9:** To bring itself into full compliance, the school must adopt and implement a faculty evaluation policy that meets guideline requirements. Subsequent to the inspection, the school adopted a compliant policy and provided the State Bar with a copy of that policy.

Between January 2020 and May 2022 PCL failed to release grades on time for one or more classes. PCL has indicated that the delay is due to the fact that volunteer professors have other time commitments. The law school reports it is working with professors to implement quality control procedures for class and exam creation and grading.

The law school advised that it has created a backup procedure to be implemented if a professor cannot grade exams on time. It also advised that it continues to seek student feedback.

**Outstanding Action:** The law school must establish a meaningful faculty evaluation process that sets expectations for professors, and holds them accountable, advise whether faculty grades were released on time, and, if not, advise the results of implementing the backup procedures, and document status as to all of these elements in its April 2023 progress report.

**PCL's Response 5/1/23:**

PCL continues to utilize its faculty evaluation process that sets expectations for professors. Grades were released on time in the fall of 2022.

The backup plan procedure was in place, where the dean would grade the exams if the professors did not meet the grading deadlines. After much effort, the professors turned in their grades in time and the students were notified of their grades within a 2-3 week period after the final exam. Feedback was provided in class.

The winter grades for Criminal law are on a delay. The professor had an emergency. However, the students have been notified of the delay. We understand the importance of timely grading and are taking steps to ensure that grades are released on schedule going forward.

As we mentioned earlier, PCL is short-staffed but we have a plan to build capacity. PCL has just accepted the offer to sell the building, as of last week. More details will follow on the specifics of the sale of the building. Once the sale goes through, PCL will hire 2 more full-time staff members. One staff member will be a development person, and a full-time admissions and registration staff member and a paid faculty member.

This will help us to better support our faculty and students, and ensure timely grading and other administrative tasks are completed on schedule.

**PCL's Response 6/1/23:**

The evaluation process for our instructors encompasses three components, each serving a specific purpose.

Firstly, we gather feedback from the students, as attached to this report (**Attachment A**), to ensure their voices are heard and their experiences are taken into account.

Secondly, instructors provide their own self-evaluations, which fosters self-reflection and encourages continuous improvement (**Attachment B**).

Lastly, we receive an evaluation from the FCC, which includes my comments and is likewise attached (**Attachment C**). This underscores the importance of accountability in implementing school standards and submitting grades punctually.



These evaluations are indicative of our law school's commitment to meaningful and timely reviews, as well as the establishment of clear faculty performance expectations.

**PCL's Response 7/1/23:**

The evaluation process for our instructors, as outlined in the previous report, remains unchanged. It consists of three components with distinct purposes.

First, we continue to gather feedback from students to ensure their perspectives are considered and valued.

Secondly, instructors provide self-evaluations, encouraging self-reflection and continuous improvement.

Lastly, we receive evaluations from the FCC, including the dean's comments, emphasizing the importance of accountability and adherence to school standards.

These evaluations demonstrate our ongoing commitment to conducting meaningful and timely reviews, as well as establishing clear expectations for faculty performance

We have received 5 self-evaluations, thus far.

**PCL's Response 8/1/23:**

The evaluation process for our instructors, as outlined in the previous report, remains unchanged. It consists of three components with distinct purposes (**Attachment E**).

First, we continue to gather feedback from students to ensure their perspectives are considered and valued.

Secondly, instructors provide self-evaluations, encouraging self-reflection and continuous improvement.

Lastly, we receive evaluations from the FCC, including the dean's comments, emphasizing the importance of accountability and adherence to school standards.

These evaluations demonstrate our ongoing commitment to conducting meaningful and timely reviews, as well as establishing clear expectations for faculty performance

We have received all the evaluations we sent out.

**PCL's Response 9/1/23:**

Faculty evaluation forms are used to assess faculty performance and identify eligibility to return for future academic terms. These evaluations serve the dual purpose of guiding our selection process and developing a professional development roadmap for our instructors. This evaluation approach, implemented by PCL, has enabled us to make informed decisions about faculty retention, resulting in a more refined teaching cohort.

**12. Guidelines 5.3(A)(1) and 5.9:** To bring itself into full compliance, the school should adopt, implement, and publish attendance policies and procedures that: require student attendance at no less than 80 percent of the regularly scheduled class hours for each course during a particular term, not a series of courses over two or more terms; provide for accurate and timely maintenance of records; and eliminate the policy of permitting students to make up absences from regularly scheduled class hours with alternate activities. The law school's current policy does not comply with the guideline because it does not require students to attend 80 percent of regularly scheduled classes. Rather, students can petition to replace regularly scheduled class hours with alternative classes taught by other professors at any time, even after the conclusion of the course or academic term.

**Outstanding Action:** The law school must update its policy to require a student to attend 80 percent of regularly scheduled class hours for each individual class and address all elements of this guideline, and document the new policy and its implementation in its April 2023 progress report.

**PCL's Response 5/1/23:**

PCL has updated its policy to require students to attend 80 percent of regularly scheduled class hours for each individual class. This guideline has been communicated to all faculty members, and we are implementing it by taking attendance on Populi.

**PCL's Response 6/1/23:**

PCL continues its practice as listed above in PCL's response.

**PCL's Response 7/1/23:**

PCL continues its practice as listed above in PCL's response.

**PCL's Response 8/1/23:**

PCL continues its practice as listed above in PCL's response.

**PCL's Response 9/1/23:**

PCL continues its practice as listed above in PCL's response.

**13. Guideline 5.8:** To bring itself into full compliance, the school should demonstrate that its clinical courses meet all Guideline 5.8 requirements, including maintenance of records for each student in the course. Subsequent to the inspection, the school adopted a compliant policy and provided the State Bar with a copy of that policy.

**14. Guidelines 5.17, 5.18, and 5.25:** To bring itself into full compliance, the school should review, revise, and republish its exam and grading policies and procedures, taking action as necessary to improve the quality of exams, curb grade inflation, and ensure that students receive adequate feedback on their exam performance. This policy appears to have changed as staff has changed. Recently, the law school reported that it documented a policy and held faculty training on how to implement that policy, focusing on grading standards and providing useful feedback on exams.

The law school also indicated that at times the dean or administrator have reviewed grades before they are released.

**Outstanding action:** The law school should describe the processes used to meet this recommendation so far in the fall 2022 quarter, what is planned for the spring 2023 quarter, and explain how the law school will continue to determine whether grading results correlate with outcomes on State Bar exams, and document this in the law school's April 2023 progress report.

**PCL's Response 5/1/23:**

The law school continues to utilize the same policy.

**Policies to Eliminate Grade Inflation**

The Inspection Report, on page 15, referring to the 2014 inspection, states: "To address grade inflation, PCL adjusted its grading scale and urged instructors not to inflate grades. PCL did not, however, adopt other policies to control inflation, such as administrative review of grades prior to their release, or reasonable limits on the extent to which grades may be based on class participation, including attendance. As concluded in 2014, a sound grading program would limit participation points to no more than three [of 100], and the award of points based on attendance is "clearly inappropriate" in light of Guideline 5.3(A)(1) minimum attendance requirement. PCL's policy allows up to thirty percent of a course grade to be based on participation."

In the summer of 2020 we did adopt the policies recommended in that paragraph. They are now in the Student Handbook & Catalog and the Faculty Handbook, as follows:

**Grading Standards:**

It is of primary importance for PCL students and all of PCL that the students have a realistic picture of a realistic picture of their outlook for passing First Year Law Students Exam (FYLSX) and Bar Exam. The pass rates for both exams have been very low. For example, the pass rate for the July 2019 Bar Exam was 14.4% for California Unaccredited law schools and 18.8% for California- Accredited (non-ABA) law schools.

On the FYLSX of June 2019, the pass rate was 23.5% for all takers and 28.1% for California Unaccredited Fixed-Facility law schools (PCL is in that category). Students' ideas about their chances on these exams are very likely influenced by their law school grades. If a student receives high grades, that is likely to raise the student's expectations of passing the FYLSX and the Bar Exam, but because of the low pass rates on the exams, the heightened expectations could well be unrealistic. In light of these and similar considerations, PCL has adopted these Grading Standards for all examinations and final grades (grades for the full quarter) in all courses that are not graded pass-fail. NOTE that in the grouping of grades in the table below, C- grades are grouped with the D grades. That is because at PCL, in order for a student to advance to the next academic year and graduate, the student must have a grade point average of C or better.

Class participation must not count for more than three percent (3%) of the final grade in a course, and attendance may not be counted at all towards the grade, inasmuch as minimum 80% attendance is required.

### **Administrative Review of Grades**

In August, 2020, our Board adopted the following Administrative Review policy:

When faculty members have determined what grades they intend to give, the next step would not be to release the grades to the students, but instead to send the grades to reviewers. The reviewers very likely would include the Dean. Others could be members of the Faculty- Curriculum Committee and current or former faculty members, but faculty would not, of course, review their own grades, and students would not participate without consent of the student between reviews.

The reviewers would study the grades for adherence to PCL grading policies. If the grade reviewers find deficiencies, they would communicate with the faculty member about curing the deficiencies and changing the grades.

The Dean or the Faculty- Curriculum Committee or both would participate in those discussions and decisions on changing grades. When the decisions are made, the grades would then be sent to the Administrator for release to students.

Improvements in Eliminating Faculty Turnover

The 2014 Inspection Report observed (p. 9):

“PCL operates with an all-volunteer, adjunct faculty and has someone so since its founding [it remains true in 2020]; a clear testament to the faculty’s dedication to PCL’s mission of public service. One negative aspect of a volunteer faculty, however, is that PCL experiences a higher rate of faculty turnover than most law schools where faculty members are paid even a modest stipend or salary. ... on average, 20% of PCL’s faculty appears to be new each academic year.”

That turnover situation has been reversed. In the last academic year, 2020- 2021, all faculty members except three taught at PCL the previous year, 2019- 2020. Faculty turnover in the current 2021-2022 Academic Year had been on the decline previously as well.

### **PCL’s Response 6/1/23:**

The policy remains the same.

### **PCL’s Response 7/1/23:**

Fall 2022 Quarter:

During the fall 2022 quarter, the law school continued to adhere to the grading policies outlined in our previous progress report. The grading standards and limitations on participation points, as specified in the Student Handbook & Catalog and the Faculty Handbook, were consistently applied across all courses. Additionally, the administrative review policy was in place, involving designated reviewers, including the Dean, to assess adherence to grading policies and discuss potential grade adjustments, if necessary.

Spring 2023 Term:

In the past spring term, we maintained the implementation of our grading policies and procedures. Faculty members followed the established standards, ensuring fair and consistent grading practices. The administrative review process was utilized, allowing for thorough evaluation and potential adjustments to grades before their release to students.

**Determining Correlation with State Bar Exam Outcomes:**

To determine the correlation between grading results and State Bar exam outcomes, the law school implemented a comprehensive data collection and analysis system during the past spring term. We closely monitored the performance of our students in the State Bar exams, comparing their grades with their outcomes to assess the effectiveness of our grading policies and identify areas for improvement. This data-driven approach allowed us to evaluate the impact of grading standards on student success in the bar exams and make any necessary adjustments to our practices.

**PCL's Response 8/1/23:**

PCL retains the same policy and no change has been made.

**PCL's Response 9/1/23:**

PCL retains the same policy and no change has been made.

**15. Guidelines 5.18-5.20:** To bring itself into full compliance, the school should adopt, publish, and implement policies for academic advancement that adhere to the school's academic standards and comply with the guidelines, and eliminate policies that do not adhere to the guidelines.

The law school allowed a student to take a non-standard schedule but did not ensure that it had a program of study of 270 hours available to the student for their fourth year as required by California Business and Professions Code section 6060. As a result, the student was not able to continue their education at the law school in fall 2022. Currently, the law school advised staff that it has identified four course titles that it plans to create and offer beginning in fall 2023, but it has not discussed the course topics with the student or updated the student since September 2022. The law school must administer a compliant plan of study for all students.

**Outstanding action:** The law school must demonstrate that it has available a program of 270 hours per year for four years to all students, and document this in its April 2023 progress report.

**PCL's Response 5/1/23:**

With the completion of classes for REDACTED the law school has a program of 270 hours per year for four years to all students.

PCL's counsel, Ira Sprio, is appointed to communicate with REDACTED since the school was sued. Mr. Spiro will be in communication with REDACTED.

**PCL's Response 6/1/23:**

The law school has an available program of study. Those classes include:

1. Administrative law (**attachment E**)
2. Second Amendment and Gun Control
3. Educational Law
4. The Law of Journalism and Mass Communication
5. The Law of Journalism and Mass Communication II
6. Environmental Law
7. Animal Rights Law
8. International Environmental Law
9. Juvenile Law
10. Business Law
11. Legal Internship (**Attachment F**)

Mr. Spiro, will not be communicating with REDACTED on behalf of the school because he was sued by REDACTED personally. Instead, Pcl's administrator Roger Aramayo has started communication with REDACTED regarding the availability of his coursework.

**PCL's Response 7/1/23:**

Roger Aramayo, our administrator, is currently in ongoing communication with REDACTED regarding the upcoming courses for next year. They are in the process of finalizing the dates and times for these classes.

**PCL's Response 8/1/23:**

The classes REDACTED was enrolled in have been awarded the appropriate credit, and his grade has been duly fixed to show 3.0 quarter units for the legal clinic courses.

**PCL's Response 9/1/23:**

PCL has a program of 270 hours per year for four years for all students. The following courses are available for the current academic year:

1. MBE Elective
2. Essay Elective
3. Trial Preparation Elective
4. Law Office Externship I
5. Law Office Externship II
6. Law Office Externship III
7. Family Law Externship I
8. Family Law Externship II
9. Family Law Externship III

**16. Guideline 5.24:** To bring itself into full compliance, the school should revise and republish its course repetition policy to meet all requirements of the guideline. Subsequent to the inspection, the school adopted a compliant policy and provided the State Bar with a copy of that policy.

**Outstanding Action:** The law school should provide an update as to whether any students have utilized this policy, the notice provided by the law school as to the implications of

taking the leave, and the proposed plan that the student will be undertaking after the leave, as part of the law school's April 2023 progress report.

**PCL's Response 5/1/23:**

As of now, we have not had any students who have utilized the course repetition policy. It is important to note that our course repetition policy is available to all students who may need to repeat a course.

We are committed to providing students with the support and resources they need to achieve their academic goals.

**PCL's Response 6/1/23:**

There have not been any further changes.

**PCL's Response 7/1/23:**

There have not been any further changes.

**PCL's Response 8/1/23:**

There have not been any further changes.

**PCL's Response 9/1/23:**

As of the present date, no students have utilized the aforementioned course repetition policy, which reads:

Section 11. Repeating Courses and Quarters: No Duplicate Credit: Duplicate credit will not be given for repeating the same or substantially the same course or quarter, whether the courses or quarters are both taken at PCL or at another school, or partly at PCL and partly at another school.

Repeating a Course or Quarter after Failing and Thus Not Completing 270 Hours: If (1) a student fails a course or a quarter of a course, and if (2) as a result of the failure the student does not successfully complete 270 hours in an academic year, then the following applies. Because of State Bar requirements that the required 270 hours per year must all be taken in the same 12 month academic year, the student, in order to be eligible for the J.D. degree and to take the FYLSX and the Bar Exam, cannot make up for the failed course or quarter by repeating only that course or quarter again in a later academic year, but instead must repeat the entire year's courses (Note that failing a course might not result in failing to successfully complete 270 hours in an academic year, if during the academic year the student completed courses whose total hours exceed 270. As of 2020, PCL normally offers exactly 270 hours of classes for 2L, 3L, and 4L students, but 330 hours for 1L students.)

The law school continues to monitor the situation and remains prepared to provide necessary information regarding the implications of taking a leave, as well as any proposed plans that students may undertake after the leave period.

**17. Guidelines 6.2-6.4:** To bring itself into full compliance, the school must devise a plan and a timeline to return to compliance regarding the library by owning and maintaining its own

hard copy library as required under Guideline 6.2 and provide this timeline and proof of library purchase to the CBE; however, it may be appropriate to provide a waiver for this academic year while the law school teaches courses online due to the pandemic. In addition, to bring itself into full compliance, PCL should also demonstrate that students are receiving instruction in both physical publication and electronic-based legal research, as required by Guideline 6.3. The Catalog states that legal research is taught in several courses, but a review of syllabi attached to the self-study did not validate that statement. Subsequent to the inspection, the school did confirm that legal research is being taught using both hard copy and electronic resources, and the syllabi are being updated appropriately.

The law school advised in its March progress report that it may comply with the guideline or apply to change its educational category to the distance learning category and comply with that library requirement.

**Outstanding Action:** If the law school plans to change categories, it must file an application to do so as soon as possible to ensure timely consideration, or the law school may not have a determination prior to the start of the law school year. The law school has been advised in 2020, 2021, Summer 2022, and again via this summary that sufficient notice must be provided to allow the Committee to evaluate the law school's request. If the law school plans to implement this transition, it must include its application in full with its April 2023 progress report.

**PCL's Response 5/1/23:**

PCL has accepted an offer for the sale of the building and has agreed to a sixty-day escrow. During the sixty-day escrow PCL will continue to search for a building in which to relocate its fixed-facility instruction.

On or about July 1, 2023 PCL will have the proceeds to purchase the legal library so that students are able to conduct legal research. The new PCL building will house the law library. The State Bar will be kept apprised of the new location.

**PCL's Response 6/1/23:**

We would like to inform you that PCL has included a comprehensive major change report with this report, which is attached herewith.

This major change report encompasses the necessary details and documentation related to our proposed transition. We understand the importance of submitting the application in full to ensure a prompt determination prior to the start of the law school year. Therefore, we have taken diligent steps to provide all relevant information and supporting materials required for a thorough review.

We greatly value the transparency and compliance in the category change process and are committed to following the established procedures.

**PCL's Response 7/1/23:**

The law school does not intend to file a change of instruction and intends to operate classes in person.



As of 6/28/23 PCL has officially entered escrow for the sale of its building and it is awaiting the acceptance of the offer for a building for purchase at REDACTED.

**PCL's Response 8/1/23:**

PCL will remain in its current location, and there will be no change to its address. In response to the Bar's recommendation, PCL has opted to remain at its current location to ensure it has a facility to provide instruction. Although PCL is in the process of selling its current location, PCL has the option, and will exercise it, to remain in the current building for the 2023-2024 academic school year. This extension will provide PCL with more time to secure a suitable location that will allow it to better serve students and provide an environment more conducive to in-person instruction.

Additionally, PCL is in process of securing a REDACTED loan to allow PCL to fund improvements and staffing, which, in turn, will allow us to continue to address the deficiencies noted by the State bar.

Regarding the damage in PCL's current building, PCL is coordinating an inspection and walk-through with a contractor to assess the scope of work and obtain an estimate and timeline for the work. A recently scheduled inspection with the contractor was re-scheduled by the contractor and we are now scheduled to meet on Friday August 4, 2023 to conduct an inspection and obtain an estimate for the work. Among the improvements an initial internal assessment has revealed is replacement of ceiling tiles, windows and flooring, and in the exterior security cameras and lighting.

Should the work not be able to be completed before the beginning of the academic school year, PCL intends to provide instruction in the 1st floor of the building given that the issues with the building are, primarily, confined to the second floor. Our current tenant is amicable to such space sharing while repairs are being undertaken.

**1. How we plan to address the necessary repairs and on what timeline**

**The above-mentioned loan PCL is in the process of securing will allow it to make the needed repairs.**

The PCL board is working with professionals to coordinate the necessary repairs in order to host classes for the 2023-2024 academic school year. Firstly, PCL will contract with a professional cleaning service to do a deep steam cleaning of the carpet in the hallways. PCL will then replace the carpet in the large classroom and fix any remaining issues. Among the improvements an initial internal assessment has revealed is replacement of ceiling tiles, windows and flooring, and in the exterior security cameras and lighting. PCL also plans to upgrade and reinforce windows to prevent break-ins and add key card access for building security of building. We estimate the repairs will take three weeks and should be completed by August 25, 2023.

**2. Whether we still intend to move to Slauson and what that address and nature of the property is (why it fulfills our needs).**

PCL has made a purchase offer for a property located at REDACTED. The offer, however, has not been accepted. The property was listed for sale, PCL made a competitive offer, but the sellers have yet to accept the offer. Pursuant to our brokers at VCA Realty, the sellers are two individuals, and one is re-considering his decision to sell. As such, at this time, PCL does not have plans to relocate to the Slauson property. Even if the offer is accepted, the due diligence period may take several months.

The property is a commercial two-story mixed-use office and retail property. The property would be ideal and more suitable to PCL than the current location. First, the property is smaller. It is approximately 3,000 square feet. PCL's current location is about 10,000.00, but only uses a portion of one floor. As such, the Slauson property would have sufficient space, but will not carry the costs, maintenance and capital improvements that its current property entails. Additionally, it has parking, nine spaces, and street parking. PCL's current location does not have any parking and given that the area is one of the most densely populated neighborhoods of the city of Los Angeles, street parking is a rare commodity. The Slauson property is located in a predominantly working-class neighborhood of people of color. Finally, given the sales prices of about REDACTED, should the sale be consummated, PCL will have sufficient net proceeds from its sale and purchase to be able to invest in the facility, staffing and long-term capacity building.

### **3. Why the original request for HQ change was a 1031 Exchange.**

The original request for a HQ change was considered as a 1031 Exchange, which was my mistake. It has been clarified that a 1031 exchange is not appropriate for non-profit organizations like ours. I apologize for any confusion it may have caused. There was originally a misunderstanding as to whether PCL's sale and purchase constituted a 1031 Exchange. It does not. A 1031 Exchange is undertaken by property owners in order to defer income tax on any gain from a sale of property. As a nonprofit organization, PCL is not liable for income tax, and, therefore, need not partake in 1031 Exchange.

### **4. Who is the legal entity that owns the building**

The owner of the building is The Guild Law School, Inc, a California Corporation. People's College of Law is a fictitious name of The Guild Law School, Inc.

### **5. If that entity is connected to the Lawyer's Guild**

The Guild Law School, Inc., and PCL do not have a legal relationship with the National Lawyer's Guild. It is our understanding that among the founding members were individuals who were members of other organizations, such as National Lawyer's Guild, the La Raza Law Students, the National Law Conference of Black Lawyers, and the Asian Law Collective, among others, some of which no longer exist. Nevertheless, there is no formal legal relationship with the National Lawyers Guild, or any other organization.

### **6. What we intend to do with the proceeds**

Any net proceeds from any sale of PCL's current building will be used to build capacity, increase staffing and make any necessary investments in the facility, library and student programs. Additionally, PCL plans to either hire a part-time fundraiser or use the services of such a person in order to increase its revenue to allow it to ensure its long-term viability.

### **PCL's Response 9/1/23:**

PCL continues to be the sole legal owner of the building. Unless, and until, the transaction is consummated, PCL continues to have the right to occupy and lease the building. Although there is an escrow pending, the sale has not closed, and will not close until PCL decides, given that PCL has the option, to not close escrow until the end of May 2024. PCL negotiated these terms to ensure that it had a location to operate the school during the 2023-2024 academic year given the uncertainty of the real estate market.

I have attached the documentation of our rights to access the space in **attachment A**.

Refurbishing of classrooms and student spaces are underway and are on-track to be completed by September 5, 2023. The refurbishing plan encompasses these aspects:

Removal and replacement of drywall for a designated section of the wall in Classroom A.

Preparations for Room Number 2, involving crack openings to facilitate the installation of new putty and surface preparation for painting.

Installation of new putty on the ceiling, followed by preparatory steps for the painting process.

Removal and reinstallation of lights and curtain rods.

I have attached the correspondence concerning the refurbishing activities in **Attachment B**

### **Completed work:**

- Cleaned and sanitized the student lounge and prepared it for drywall repair
- Cleaned Classroom B and prepared it for drywall repair
- Cleaned Classroom A and prepared it for drywall repair
- Replaced broken window pane in Classroom A
- Removed old carpet in Classroom A
- Cleaned hallways
- Cleared room that will be used as a temporary library and prepared it for installation of bookcases

### **Work to be completed over the weekend by the handyman (work starts 9/1 and will be completed on 9/2):**

- Drywall repair and paint touch-up - Classroom A
- Drywall repair and paint touch-up - Classroom B
- Drywall repair and paint touch-up - Student Lounge
- Remount fluorescent light fixtures

### **Work to be completed by volunteers on 9/3 and 9/4:**

- Installation of bookcases in temporary library

- Organizing new library books in the temporary library
- General cleaning and sanitizing of classrooms and student spaces.

**18. Guidelines 7.1 and 7.2:** To bring itself into full compliance, the school should maintain essential and permanent hard-copy records in fire-safe lockable cabinets, maintain all electrical equipment in working order, and provide digital projection equipment adequate to meet the needs of faculty and students. Subsequent to the inspection, the school adopted a compliant policy and provided a copy of that policy to the State Bar.

**Outstanding Action:** Given the challenges that the law school experienced locating paper documents related to disclosures, the law school must document in its April 2023 progress report whether files are stored in such a manner that they can be located and produced quickly enough to meet the needs of students, faculty, and the State Bar, and document its implementation and organization in the law school's April 2023 progress report.

**PCL's Response 5/1/23:**

To address your concern, we do have some files stored in fire-proof filing cabinets on our school premises. However, we are in the process of transitioning to electronic files to improve efficiency and accessibility. Our aim is to ensure that all files can be located and produced quickly to meet the needs of our students, faculty, and the State Bar. Regarding enrollment forms, we acknowledge that there has not been a standard process for sending them out in the past.

When the current dean arrived, the enrollment process was already in place by the then-administrator, but it was ineffective. Some enrollment forms were sent via DocuSign, some via email, and others via regular mail, resulting in a lack of consistency and clarity. The current dean is working to address this issue by implementing a standardized process for enrollment forms. We understand that this process needs improvement, and we are committed to making the necessary changes to ensure that it is more efficient, effective, and consistent.

It is important to note that the administrator who was in charge of this process when I was hired did not have higher education experience or experience working in an education setting. We recognize that this may have contributed to some of the inefficiencies in the enrollment process. However, we are confident that with the current dean's leadership and the ongoing efforts of our team, we can improve the process and provide better service to our students, faculty, and the State Bar.

**PCL's Response 6/1/23:**

To address the concerns and demonstrate our commitment to evolving our processes for improved recordkeeping, we have implemented Zapier as a key component of our file management system. Zapier is an automation tool that seamlessly integrates with various platforms, enabling us to streamline and automate our record keeping procedures.

With Zapier, we have set up automated workflows that ensure the systematic storage of signed documents. When a document is signed, Zapier automatically saves it directly into our designated Dropbox folder, providing a secure and organized repository for important

files. Furthermore, this automation extends to attachments sent to us, which are automatically saved to both our Dropbox and Google Drive folders. By leveraging Zapier's capabilities, we are enhancing our recordkeeping practices, eliminating manual efforts, and mitigating the risk of data discrepancies.

This implementation signifies our proactive approach to address the previous challenges encountered in producing key disclosure files. By utilizing Zapier's automation, we have established a more efficient and reliable system that promotes consistency, accuracy, and timely access to pertinent documents. We will continue to refine and optimize our processes, leveraging technology to uphold the highest standards of recordkeeping and ensure compliance with the expectations set forth by the Bar Association.

**PCL's Response 7/1/23:**

There have not been any further changes.

**PCL's Response 8/1/23:**

There have not been any further changes.

**PCL's Response 9/1/23:**

There have not been any further changes and PCL continues to adhere to safekeeping of records. PCL has some files stored in fire-proof filing cabinets on the school premises, which are located in the main hallway on the second floor of the school. The fire-proof filing cabinets are in a closet and the key is only in the possession of administration.

**19. Guideline 9.1:** To bring itself into full compliance, the school should adopt and implement a policy to ensure that records are fully compliant with Guideline 9.1, that the law school has adopted written procedures, including oversight provisions, of record-keeping processes and record retention requirements, and that it has adopted a written policy on transcript changes, as required by Guideline 9.1(D) Subsequent to the inspection, the school adopted compliant policies and provided the State Bar with copies of those policies.

**Outstanding Action:** Ensure that all materials identified in the guideline are stored in an organized manner and easily accessible to the law school and readily produced to State Bar staff upon request.

**PCL's Response 5/1/23:**

We strive to ensure that all materials identified in the guideline are stored in an organized manner and are easily accessible to the law school. We understand the importance of readily producing these materials to State Bar staff upon request, and we are committed to meeting this requirement.

As of fall 2022, all new files and documents are stored in an organized folder online. This system allows for easy access and retrieval of information by authorized personnel within the law school. It also allows for the materials to be produced quickly upon request by the State Bar staff.

However, we acknowledge that there are still older files from before fall 2022 that are currently stored in the fire-proof filing cabinet. We are actively working to digitize these files to ensure that they are also accessible and easily produced when needed.

**PCL's Response 6/1/23:**

To ensure full compliance with Guideline 9.1 and address the Bar's recommendations, we have devised a timeline for the creation and finalization of the required policies. Our goal is to have these policies implemented and ready for use by September 1. The timeline is as follows:

1. June 1-15: Policy Research and Development

- Conduct comprehensive research on record-keeping processes, record retention requirements, and transcript changes as outlined in Guideline 9.1.
- Draft initial versions of the policies, ensuring alignment with the Bar's requirements and best practices in the field.

2. June 16-30: Policy Review and Refinement

- Seek input and feedback from relevant stakeholders, including administration, faculty, and legal experts, to refine the drafted policies.
- Conduct internal reviews and revisions based on the feedback received.
- Ensure the policies are comprehensive, clear, and reflect the specific needs and context of our law school.

3. July 1-31: Policy Implementation and Oversight

- Finalize the policies and prepare them for official adoption.
- Establish oversight provisions to ensure compliance with the policies.
- Communicate the policies to all relevant staff members and provide training on their implementation and adherence.

4. August 1-31: Policy Distribution and Submission

- Distribute copies of the finalized policies to the State Bar, demonstrating our commitment to compliance.
- Ensure all necessary documentation and records are in place to support the implementation of the policies.
- Confirm that the policies align with the requirements of Guideline 9.1 and provide transparency in our record-keeping and transcript change procedures.

By adhering to this timeline, we aim to develop robust policies that meet the Bar's requirements and promote consistent, compliant record-keeping practices within our law school. We are committed to timely action and will dedicate the necessary resources to ensure the policies are finalized, implemented, and ready for use by September 1, providing us with a solid foundation for effective record management and transcript change

**PCL's Response 7/1/23:**

We have taken the following steps and included such in the policy draft which reads, "PCL employees will take the following measures to for the safe-keeping of records and record retention..

1. Categorization and Labeling: All materials have been categorized and labeled for easy identification.
2. Physical and Digital Storage: We have designated storage areas and implemented a digital archiving system for efficient retrieval.
3. Access Control: Authorized individuals only have access to handle the materials, maintaining confidentiality.
4. Inventory Management: We have implemented an inventory system to track the location and status of each material.

These efforts enable us to promptly respond to State Bar staff requests and meet regulatory requirements.

PCL's written policy on transcript changes:

Changes to entries on a PCL transcript may be made only upon a showing of good cause. However, a contention or possibility that a grade given by an instructor was not justified shall not be good cause or an acceptable reason for a transcript change. If a present or former student wishes a change to an entry on the person's transcript, the following procedures apply:

1. The present or former student must submit a written application to the Dean, specifying the change requested and the reasons for it. The application must include any documentation or evidence supporting the application.
2. The Dean must investigate the facts and circumstances pertinent to the application. In doing so, the Dean must read the entire application and materials submitted with it. The applicant shall have the right to speak with the Dean in support of the application, and to have an attorney or other representative do so as well. If the applicant requests the Dean to listen to any other person with information pertinent to the application, the Dean shall do so, but the Dean need not listen to an excessive number of such persons. The Dean may also communicate any person who may have information pertinent to the application, including but not limited to any present or former faculty member. The Dean may also speak with the Registrar, the Administrator and any other person with information pertinent to the application. The Dean may also consult any person outside PCL who has expertise on the subject of transcripts, but shall maintain the confidentiality of the student's information by not disclosing the identity of the applicant. Before the Dean transmits to the applicant the Dean's decision on the application, the applicant may submit additional materials to the Dean, who must read them if time permits.
3. Within thirty days after receiving the application, the Dean must render a written decision on it and transmit the decision to the applicant. The Dean shall cause the application and decision and any materials the Dean read or considered in connection with the application to be placed in the applicant's student file. If the decision is that a change is to be made, the decision must specify the change, and if the applicant has not requested an appeal within the fourteen days to appeal, Dean shall transmit the decision to the Registrar, who shall make the specified change on the transcript, and place on the transcript a notation of the reason(s) for the change.

4. The applicant may appeal the decision of the Dean to the Community Board, but may do so only by transmitting to the Chair of the Board a request for appeal within fourteen days of receiving the Dean's decision. In the request, the applicant must state whether the applicant consents to participation in the appeal by student members of the Community Board. The Community Board may delegate the appeal to the Executive Committee. Within thirty days after the Chair receives the request for appeal, the Community Board or the Executive Committee, as the case may be, shall render a written decision on the appeal, and transmit it to the applicant. The Chair shall cause the request for appeal and any materials read or considered in connection with the appeal to be placed in the applicant's student file. If the decision on appeal is that a change is to be made, the decision must specify the change, and the Chair shall transmit the decision to the Registrar, who shall make the specified change on the transcript and place on the transcript a notation of the reason(s) for the change..
5. No student member of the Community Board or the Executive Committee shall participate in the appeal unless the applicant consents in writing to participation by students.

**PCL's Response 8/1/23:**

PCL retains the same policy and no change has been made.

**PCL's Response 9/1/23:**

PCL retains the same policy and no change has been made.

**Adopted Suggestions to Enhance Compliance**

**1. Pursuant to Guidelines 2.9(C) and 5.13,** it is suggested that the school requires faculty to use a standard syllabus template to promote consistent communication of course requirements. Subsequent to the inspection, the school purchased a commercially available software package that includes a standard syllabus template which was adopted.

**Outstanding Action:** Please confirm whether this template is being used for all classes, and, if not, which classes use it and what system is in place for the other classes, and document the law school's response in the April 2023 progress report.

**PCL's Response 5/1/23:**

We confirm that the standard syllabus template is being used for all classes at our law school, promoting consistency and clarity in course expectations for our students.

**PCL's Response 6/1/23:**

There has been no change and the same policy is in place.

**PCL's Response 7/1/23:**

There has been no change and the same policy is in place.

**PCL's Response 8/1/23:**

There has been no change and the same policy is in place.



**PCL's Response 9/1/23:**

There has been no change and the same policy is in place. The school requires faculty to use a standard syllabus template to promote consistent communication of course requirements. Subsequent to the inspection, the school purchased a commercially available software package that includes a standard syllabus template which was adopted.

**2. Pursuant to Guidelines 2.11, 7.1, and 9.1,** it is suggested that the school bases its data security policies and procedures upon the recommendations of generally accepted industry standards, consulting with an expert if the expertise is not available within the school. Subsequent to the inspection, the school purchased commercially available software package with these features included, and purchased the appropriate storage cabinets to protect hard copy files.

**Outstanding action:** Please continue to document the law school's status of implementation of the software and secure storage, as part of the April 2023 progress report.

**PCL's Response 5/1/23:**

Our Registrar/Administrator has largely completed the very substantial job of entering the digital records into Populi.

PCL continues to utilize the above-listed student information system, Populi. As such, Populi has built-in features that are adequate to protect the school's digital records.

**PCL's Response 6/1/23:**

PCL continues to utilize Populi that includes security features, and purchased the appropriate storage cabinets to protect hard copy files. Our current registrar/administrator continues to digitize student records and update Populi.

**PCL's Response 7/1/23:**

There has been no change and the same policy is in place.

**PCL's Response 8/1/23:**

There has been no change and the same policy is in place.

**PCL's Response 9/1/23:**

PCL continues to utilize Populi that includes security features, and purchased the appropriate storage cabinets to protect hard copy files.

**3. Pursuant to Guidelines 5.14 through 5.16 and 5.25,** it is suggested that the school adopts and implements a procedure requiring that exam questions, accompanied by issue outlines or model answers, must be reviewed, and approved by the dean or another legal educator before being administered. Subsequent to the inspection, the school began evaluating this suggestion.

**Outstanding Action:** Please advise the status of a policy and implementation of that policy, including which staff or volunteers will carry it out and their qualifications to do so, and document these efforts in the April 2023 progress report.

**PCL's Response 5/1/23:**

PCL continues to review its exam process which includes reviewing the exam questions and grading rubric before sending them to the testing software company. These documents are emailed to the dean who then forwards them to the committee members.

The Dean is actively working with the Faculty Curriculum Committee (FCC) and meetings are scheduled monthly to oversee and improve the curriculum continuously.

In addition to the monthly FCC meetings, PCL has integrated curriculum alignment faculty meetings with the 1L faculty this year. The purpose of these meetings was to support first-year exam preparation efforts taking place on Saturdays with the resource coordinator and academic preparation in the classroom.

**PCL's Response 6/1/23:**

PCL's revised policies have remained in effect to the present.

**PCL's Response 7/1/23:**

There has been no change and the same policy is in place.

**PCL's Response 8/1/23:**

There has been no change and the same policy is in place.

**PCL's Response 9/1/23:**

Under the direction of Dean Pomposo, PCL continues to review its exam process which includes reviewing the exam questions before sending them to the testing software company. The dean is supported by faculty members of the Faculty and Curriculum committee.

**4. Pursuant to Guidelines 5.17, 5.18, and 5.25,** it is suggested that the school adopt and implement a procedure requiring grades and student exams papers to be reviewed and approved by the dean or another legal educator before being posted. Subsequent to the inspection, the school began evaluating this suggestion.

**Outstanding Action:** The law school must continue to evaluate its process for grade and exam review and approval, and document its process as part of its April 2023 progress report.

**PCL's Response 5/1/23:**

PCL continues to evaluate the process for grade and exam review and approval.

As part of this process, we are utilizing the grade review policy outlined in the student handbook. With the recent transfer of our website to Squarespace, the grade view process for students will be easily accessible under the student section of the website.

As part of our technology plan, we will include a section where students can find readily available information, including the grade review policies, forms for such procedures, and

timelines that include automated confirmation of submission. We hope that these improvements will make it easier for our students to access and understand our grade review process.

**PCL's Response 6/1/23:**

The grade review (attached in **Attachment D**) policy and process is now available on the school's website. The button is located under the Current Student tab in its own clearly labeled page: Grade review policy. A large black button to the form is available for download. Instructions to submit the form are available on the website and an email hyperlink is available. The grade review policy and process are complete.

**PCL's Response 7/1/23:**

No changes have been made to the grade review policy and process since the last report. The policy is still available on the school's website under the "Grade review policy" page, accessible through the Current Student tab. The form can be downloaded easily, and instructions for submission are provided. Rest assured that the grade review policy and process remain the same.

**PCL's Response 8/1/23:**

There has been no change and the same policy is in place.

**PCL's Response 9/1/23:**

No changes have been made to the grade review policy and process since the last report. The policy is still available on the school's website under the "Grade review policy" page, accessible through the Current Student tab. The form can be downloaded from the website and instructions for submission are provided.

**LEASE ADDENDUM**

This Lease Addendum ("Addendum") made on August 13, 2023, is by and between:

The Guild Law School, Inc. dba Peoples College of Law ("Landlord") and The Association of Salvadorans of Los Angeles ("Tenant")

IT IS KNOWN that this Addendum shall be added to the lease agreement dated March 1, 2018, for the property located at: 660 South Bonnie Brae Street, Los Angeles, California 90057 (hereafter "Building"), and the "Premises" being the First Floor of the Building.

The aforementioned lease agreement is hereby amended as follows:

Tenant and Landlord agree that Landlord shall have exclusive access to the room/space at the rear of the Premises labeled as "PCL Library" in Attachment A. Landlord, including Landlord's students shall have sole and exclusive access to the PCL Library.

The term of this addendum shall be effective upon execution by the Landlord and Tenant and shall remain in effect until May 31, 2024.

We, Landlord and Tenant, agree to aforementioned amendments to the lease agreement. Any changes made are legally binding upon signature of both parties.

LANDLORD:

THE GUILD LAW SCHOOL, Inc. dba PEOPLES  
COLLEGE OF LAW, a California Corporation

DocuSigned by:  
By: Edith Pomposo, Dean PCL 8/15/2023  
Edith Pomposo, its Dean

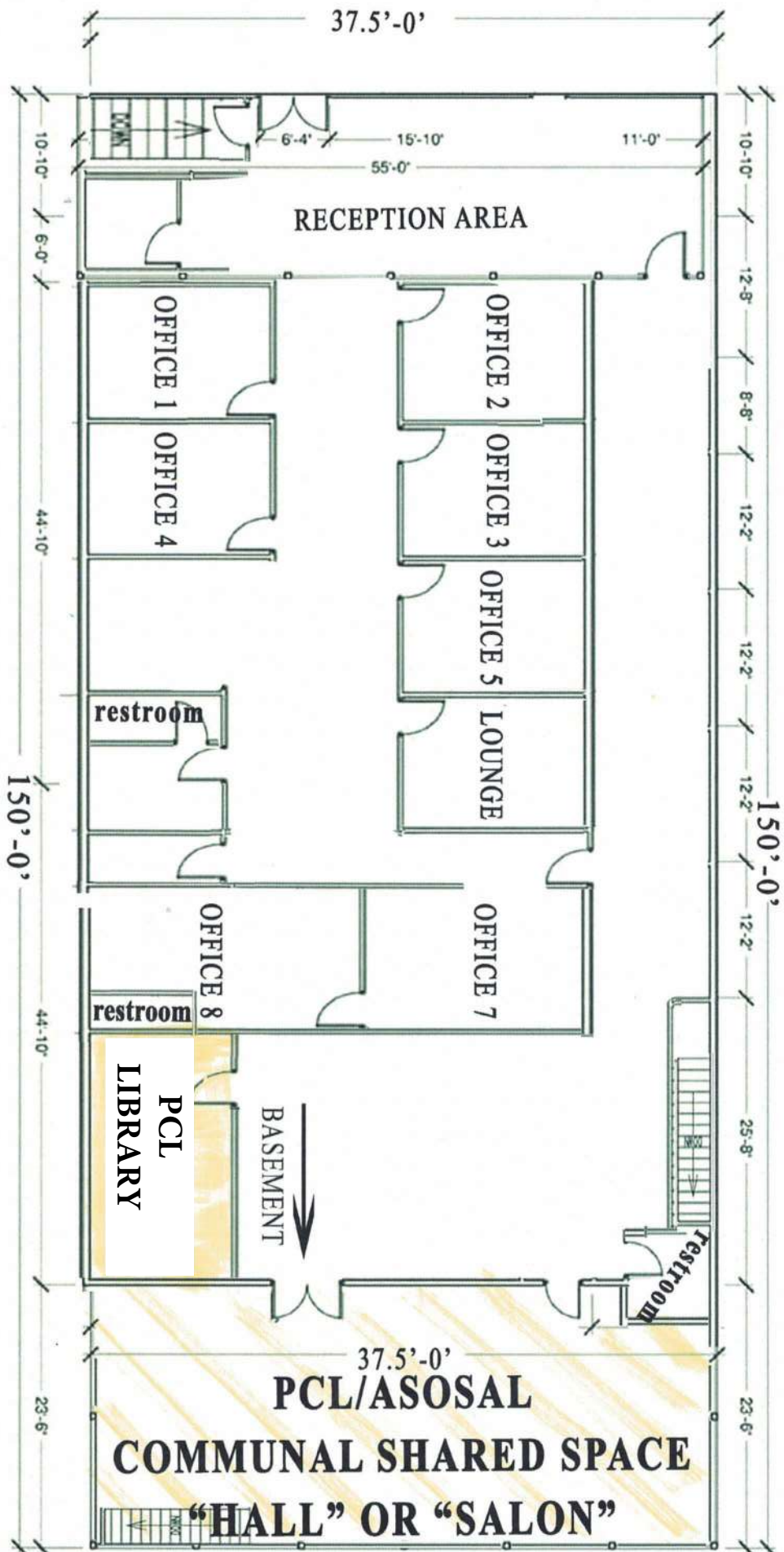
TENANT:

The Association of Salvadorans of Los Angeles  
(ASOSAL)

DocuSigned by:  
By: Teresa Tejada 8/15/2023  
Teresa Tejada, its Chief Executive Officer

**660 SOUTH BONNIE BRAE STREET, LOS ANGELES, CA 90057**

**ASOSAL FLOOR PLAN**







## STANDARD OFFER, AGREEMENT AND ESCROW INSTRUCTIONS FOR PURCHASE OF REAL ESTATE

(Non-Residential)

Dated: April 26, 2023

### 1. Buyer.

1.1 REDACTED ("Buyer") hereby offers to purchase the real property, hereinafter described, from the owner thereof ("Seller") (collectively, the "Parties" or individually, a "Party"), through an escrow ("Escrow") to close 30 or on or before May 31, 2024 days after the ~~waiver or satisfaction of the Buyer's Contingencies~~, ("Expected Closing Date") to be held by Granite Escrow ("Escrow Holder") whose address is 9320 Wilshire Boulevard, Suite 150, Beverly Hills, California 90212, Phone No. REDACTED, Facsimile No. REDACTED upon the terms and conditions set forth in this agreement ("Agreement"). Buyer shall have the right to assign Buyer's rights hereunder, but any such assignment shall not relieve Buyer of Buyer's obligations herein unless Seller expressly releases Buyer.

1.2 The term "Date of Agreement" as used herein shall be the date when by execution and delivery (as defined in paragraph 20.2) of this document or a subsequent counteroffer thereto, Buyer and Seller have reached agreement in writing whereby Seller agrees to sell, and Buyer agrees to purchase, the Property upon terms accepted by both Parties.

### 2. Property.

2.1 The real property ("Property") that is the subject of this offer consists of (insert a brief physical description) (All Addresses, square footages and APNs shall be confirmed via title report and/or another primary source of information) is located in the County of Los Angeles, is commonly known as (street address, city, state, zip) 660 Bonnie Brae Street, Los Angeles, California 90057 and is legally described as: To be determined in Escrow (APN: 5142007014).

2.2 If the legal description of the Property is not complete or is inaccurate, this Agreement shall not be invalid and the legal description shall be completed or corrected to meet the requirements of Fidelity National Title (Attn: Emi Tsuii) ("Title Company"), which shall issue the title policy hereinafter described.

2.3 The Property includes, at no additional cost to Buyer, the permanent improvements thereon, including those items which pursuant to applicable law are a part of the property, as well as the following items, if any, owned by Seller and at present located on the Property: electrical distribution systems (power panel, bus ducting, conduits, disconnects, lighting fixtures); telephone distribution systems (lines, jacks and connections only); space heaters; heating, ventilating, air conditioning equipment ("HVAC"); air lines; fire sprinkler systems; security and fire detection systems; carpets; window coverings; wall coverings; and REDACTED (collectively, the "Improvements").

2.4 The fire sprinkler monitor: ☐ is owned by Seller and included in the Purchase Price, ☐ is leased by Seller, and Buyer will need to negotiate a new lease with the fire monitoring company, ☒ ownership will be determined during Escrow, or ☐ there is no fire sprinkler monitor.

2.5 Except as provided in Paragraph 2.3, the Purchase Price does not include Seller's personal property, furniture and furnishings, and REDACTED all of which shall be removed by Seller prior to Closing.

### 3. Purchase Price.

3.1 The purchase price ("Purchase Price") to be paid by Buyer to Seller for the Property shall be REDACTED, payable as follows: REDACTED  
(Strike any not applicable)

(a) Cash down payment, including the Deposit as defined in paragraph 4.3 (or if an all cash transaction, the Purchase Price): REDACTED

(b) Amount of "New Loan" as defined in paragraph 5.1, if any: REDACTED

~~(c) Buyer shall take title to the Property subject to and/or assume the following existing deed(s) of trust ("Existing Deed(s) of Trust") securing the existing promissory note(s) ("Existing Note(s)"):~~

~~(i) An Existing Note ("First Note") with an unpaid principal balance as of the Closing of approximately:~~

~~Said First Note is payable at \_\_\_\_\_ per month, including interest at the rate of \_\_\_\_\_ % per annum until paid (and/or the entire unpaid balance is due on \_\_\_\_\_).~~

~~(ii) An Existing Note ("Second Note") with an unpaid principal balance as of the Closing of approximately:~~

~~Said Second Note is payable at \_\_\_\_\_ per month, including interest at the rate of \_\_\_\_\_ % per annum until paid (and/or the entire unpaid balance is due on \_\_\_\_\_).~~

~~(d) Buyer shall give Seller a deed of trust ("Purchase Money Deed of Trust") on the property, to secure the promissory note of Buyer to Seller described in paragraph 5 ("Purchase Money Note") in the amount of:~~

DS  
Total Purchase Price: REDACTED

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3.2 If Buyer is taking title to the Property subject to, or assuming, an Existing Deed of Trust and such deed of trust permits the beneficiary to demand payment of fees including, but not limited to, points, processing fees, and appraisal fees as a condition to the transfer of the Property, Buyer agrees to pay such fees up to a maximum of 1.5% of the unpaid principal balance of the applicable Existing Note.

#### 4. Deposits.

4.1 ☐ Buyer has delivered to Broker a check in the sum of       , payable to Escrow Holder, to be delivered by Broker to Escrow Holder within 2 or        business days after both Parties have executed this Agreement and the executed Agreement has been delivered to Escrow Holder, or ☒ within 2 or 5 business days after both d this Agreement and the executed Agreement has been delivered to Escrow Holder Buyer shall deliver to Escrow Holder a check in the sum of \$87,000.00. If said check is not received by Escrow Holder within said time period then Seller may elect to unilaterally terminate this transaction by giving written notice of such election to Escrow Holder whereupon neither Party shall have any further liability to the other under this Agreement. Should Buyer and Seller not enter into an agreement for purchase and sale, Buyer's check or funds shall, upon request by Buyer, be promptly returned to Buyer on deposit.

(a) ~~Within 5 business days after the Date of Agreement, Buyer shall deposit with Escrow Holder the additional sum of        to be applied to the Purchase Price at the Closing.~~  
 (b) ~~Within 5 business days after the contingencies discussed in paragraph 9.1(a) through (m) are approved or waived, Buyer shall deposit with Escrow Holder the additional sum of        to be applied to the Purchase Price at the Closing.~~  
 (c) ~~If an Additional Deposit is not received by Escrow Holder within the time period provided then Seller may notify Buyer, Escrow Holder, and Brokers, in writing that, unless the Additional Deposit is received by Escrow Holder within 7 business days following said notice, the Escrow shall be deemed terminated without further notice or instructions.~~

4.3 Escrow Holder shall deposit the funds deposited with it by Buyer pursuant to paragraphs 4.1 and 4.2 (collectively the "Deposit"), in a State or Federally chartered bank in an interest bearing account whose term is appropriate and consistent with the timing requirements of this transaction. The interest therefrom shall accrue to the benefit of Buyer, who hereby acknowledges that there may be penalties or interest forfeitures if the applicable instrument is redeemed prior to its specified maturity. Buyer's Federal Tax Identification Number is       . NOTE: Such interest bearing account cannot be opened until Buyer's Federal Tax Identification Number is provided.

4.4 Notwithstanding the foregoing, within 5 days after Escrow Holder receives the monies described in paragraph 4.1 above, Escrow Holder shall release \$100 of said monies to Seller as and for independent consideration for Seller's execution of this Agreement and the granting of the contingency period to Buyer as herein provided. Such independent consideration is non-refundable to Buyer but shall be credited to the Purchase Price in the event that the purchase of the Property is completed.

4.5 Upon waiver of all of Buyer's contingencies the Deposit shall become non-refundable but applicable to the Purchase Price except in the event of a Seller breach, or in the event that the Escrow is terminated pursuant to the provisions of Paragraph 9.1(n) (Destruction, Damage or Loss) or 9.1(o) (Material Change).

#### 5. ~~Financing Contingency. (Strike if not applicable)~~

~~5.1 This offer is contingent upon Buyer obtaining from an insurance company, financial institution or other lender a commitment to lend to Buyer a sum equal to at least        % of the Purchase Price, on terms acceptable to Buyer. Such loan ("New Loan") shall be secured by a first deed of trust or mortgage on the Property. If this Agreement provides for Seller to carry back junior financing, then Seller shall have the right to approve the terms of the New Loan. Seller shall have 7 days following receipt of the commitment setting forth the proposed terms of the New Loan to approve or disapprove of such proposed terms. If Seller fails to notify Escrow Holder, in writing, of the disapproval within said 7 days it shall be conclusively presumed that Seller has approved the terms of the New Loan.~~

~~5.2 If Buyer shall fail to notify its Broker, Escrow Holder and Seller, in writing within        days following the Date of Agreement, that the New Loan has not been obtained, it shall be conclusively presumed that Buyer has either obtained said New Loan or has waived this New Loan contingency.~~

~~5.3 If Buyer shall notify its Broker, Escrow Holder and Seller, in writing, within the time specified in paragraph 5.2 hereof, that Buyer has not obtained said New Loan, this Agreement shall be terminated, and Buyer shall be entitled to the prompt return of the Deposit, plus any interest earned thereon, less only Escrow Holder and Title Company cancellation fees and costs, which Buyer shall pay.~~

#### 6. ~~Seller Financing (Purchase Money Note). (Strike if not applicable)~~

~~6.1 If Seller approves Buyer's financials (see paragraph 6.5), the Purchase Money Note shall provide for interest on unpaid principal at the rate of        % per annum, with principal and interest paid as follows:       . The Purchase Money Note and Purchase Money Deed of Trust shall be on the current forms commonly used by Escrow Holder, and be junior and subordinate only to the Existing Note(s) and/or the New Loan expressly called for by this Agreement.~~

~~6.2 The Purchase Money Note and/or the Purchase Money Deed of Trust shall contain provisions regarding the following (see also paragraph 10.2(b)):~~

~~(a) Prepayment - Principal may be prepaid in whole or in part at any time without penalty, at the option of the Buyer.~~

~~(b) Late Charge - A late charge of .5% shall be payable with respect to any payment of principal, interest, or other charges, not made within 10 days after it is due.~~

~~(c) Due On Sale - In the event the Buyer sells or transfers title to the Property or any portion thereof, then the Seller may, at Seller's option, require the entire unpaid balance of said Note to be paid in full.~~

~~6.3 If the Purchase Money Deed of Trust is to be subordinate to other financing, Escrow Holder shall, at Buyer's expense prepare and record on Seller's behalf a request for notice of default and/or sale with regard to each mortgage or deed of trust to which it will be subordinate.~~

~~6.4 WARNING: CALIFORNIA LAW DOES NOT ALLOW DEFICIENCY JUDGEMENTS ON SELLER FINANCING. IF BUYER ULTIMATELY DEFAULTS ON THE LOAN, SELLER'S SOLE REMEDY IS TO FORECLOSE ON THE PROPERTY.~~

~~6.5 Seller's obligation to provide financing is contingent upon Seller's reasonable approval of Buyer's financial condition. Buyer to provide a current financial statement and copies of its Federal tax returns for the last 3 years to Seller within 10 days following the Date of Agreement. Seller has 10 days following receipt of such documentation to satisfy itself with regard to Buyer's financial condition and to notify Escrow Holder as to whether or not Buyer's financial condition is acceptable. If Seller fails to notify Escrow Holder, in writing, of the disapproval of this contingency within said time period, it shall be conclusively presumed that Seller has approved Buyer's financial condition. If Seller is not satisfied with Buyer's financial condition or if Buyer fails to deliver the required documentation, then Seller may notify Escrow Holder in writing that Seller Financing will not be available, and Buyer shall have the option, within 10 days of the receipt of such notice, to either terminate this transaction or to purchase the Property without Seller financing. If Buyer fails to notify Escrow Holder within said time period of its election to~~

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~~terminate this transaction then Buyer shall be conclusively presumed to have elected to purchase the Property without Seller financing. If Buyer elects to terminate, Buyer's Deposit shall be refunded less Title Company and Escrow Holder cancellation fees and costs, all of which shall be Buyer's obligation.~~

## 7. Real Estate Brokers.

7.1 Each Party acknowledges receiving a Disclosure Regarding Real Estate Agency Relationship, confirms and consents to the following agency relationships in this transaction with the following real estate broker(s) ("Brokers") and/or their agents ("Agent(s)"):

Seller's Brokerage Firm VCA Realty/KW Commercial DTLA License No. \_\_\_\_\_ is the broker of (check one): ☒ the Seller; or ☐ both the Buyer and Seller (dual agent).

Seller's Agent REDACTED License No. \_\_\_\_\_ is (check one): ☒ the Seller's Agent (salesperson or broker associate); or ☐ both the Seller's Agent and the Buyer's Agent (dual agent).

Buyer's Brokerage Firm Kidder Mathews of California, Inc. License No. REDACTED is the broker of (check one): ☒ the Buyer; or ☐ both the Buyer and Seller (dual agent).

Buyer's Agent REDACTED License No. REDACTED is (check one): ☒ the Buyer's Agent (salesperson or broker associate); or ☐ both the Buyer's Agent and the Seller's Agent (dual agent).

The Parties acknowledge that other than the Brokers and Agents listed above, there are no other brokers or agents representing the Parties or due any fees and/or commissions under this Agreement. Buyer shall use the services of Buyer's Broker exclusively in connection with any and all negotiations and offers with respect to the Property for a period of 1 year from the date inserted for reference purposes at the top of page 1.

7.2 Buyer and Seller each represent and warrant to the other that he/she/it has had no dealings with any person, firm, broker, agent or finder in connection with the negotiation of this Agreement and/or the consummation of the purchase and sale contemplated herein, other than the Brokers and Agents named in paragraph 7.1, and no broker, agent or other person, firm or entity, other than said Brokers and Agents is/are entitled to any commission or finder's fee in connection with this transaction as the result of any dealings or acts of such Party. Buyer and Seller do each hereby agree to indemnify, defend, protect and hold the other harmless from and against any costs, expenses or liability for compensation, commission or charges which may be claimed by any broker, agent, finder or other similar party, other than said named Brokers and Agents by reason of any dealings or act of the indemnifying Party.

## 8. Escrow and Closing.

8.1 Upon acceptance hereof by Seller, this Agreement, including any counteroffers incorporated herein by the Parties, shall constitute not only the agreement of purchase and sale between Buyer and Seller, but also instructions to Escrow Holder for the consummation of the Agreement through the Escrow. Escrow Holder shall not prepare any further escrow instructions restating or amending the Agreement unless specifically so instructed by the Parties or a Broker herein. Subject to the reasonable approval of the Parties, Escrow Holder may, however, include its standard general escrow provisions. In the event that there is any conflict between the provisions of the Agreement and the provisions of any additional escrow instructions the provisions of the Agreement shall prevail as to the Parties and the Escrow Holder.

8.2 As soon as practical after the receipt of this Agreement and any relevant counteroffers, Escrow Holder shall ascertain the Date of Agreement as defined in paragraphs 1.2 and 20.2 and advise the Parties and Brokers, in writing, of the date ascertained.

8.3 Escrow Holder is hereby authorized and instructed to conduct the Escrow in accordance with this Agreement, applicable law and custom and practice of the community in which Escrow Holder is located, including any reporting requirements of the Internal Revenue Code. In the event of a conflict between the law of the state where the Property is located and the law of the state where the Escrow Holder is located, the law of the state where the Property is located shall prevail.

8.4 Subject to satisfaction of the contingencies herein described, Escrow Holder shall close this escrow (the "Closing") by recording a general warranty deed (a grant deed in California) and the other documents required to be recorded, and by disbursing the funds and documents in accordance with this Agreement.

8.5 Buyer and Seller shall each pay one-half of the Escrow Holder's charges and Seller shall pay the usual recording fees and any required documentary transfer taxes. Seller shall pay the premium for a standard coverage owner's or joint protection policy of title insurance. (See also paragraph 11.)

8.6 Escrow Holder shall verify that all of Buyer's contingencies have been satisfied or waived prior to Closing. The matters contained in paragraphs 9.1 subparagraphs (b), (c), (d), (e), (g), (i), (n), and (o), 9.4, 12, 13, 14, 16, 18, 20, 21, 22, and 24 are, however, matters of agreement between the Parties only and are not instructions to Escrow Holder.

8.7 If this transaction is terminated for non-satisfaction and non-waiver of a Buyer's Contingency, as defined in paragraph 9.2 or disapproval of any other matter subject to Buyer's approval, then neither of the Parties shall thereafter have any liability to the other under this Agreement, except to the extent of a breach of any affirmative covenant or warranty in this Agreement. In the event of such termination, Buyer shall, subject to the provisions of paragraph 8.10, be promptly refunded all funds deposited by Buyer with Escrow Holder, less only the \$100 provided for in paragraph 4.4 and the Title Company and Escrow Holder cancellation fees and costs, all of which shall be Buyer's obligation. If this transaction is terminated as a result of Seller's breach of this Agreement then Seller shall pay the Title Company and Escrow Holder cancellation fees and costs.

8.8 The Closing shall occur on the Expected Closing Date, or as soon thereafter as the Escrow is in condition for Closing; provided, however, that if the Closing does not occur by the Expected Closing Date and said Date is not extended by mutual instructions of the Parties, a Party not then in default under this Agreement may notify the other Party, Escrow Holder, and Brokers, in writing that, unless the Closing occurs within 5 business days following said notice, the Escrow shall be deemed terminated without further notice or instructions.

8.9 Except as otherwise provided herein, the termination of Escrow shall not relieve or release either Party from any obligation to pay Escrow Holder's fees and costs or constitute a waiver, release or discharge of any breach or default that has occurred in the performance of the obligations, agreements, covenants or warranties contained therein.

8.10 If this Escrow is terminated for any reason other than Seller's breach or default, then as a condition to the return of Buyer's deposit, Buyer shall within 5 days after written request deliver to Seller, at no charge, copies of all surveys, engineering studies, soil reports, maps, master plans, feasibility studies and other similar items prepared by or for Buyer that pertain to the Property.

## 9. Contingencies to Closing.

9.1 IF, BEFORE EXPIRATION OF THE APPLICABLE TIME, BUYER FAILS TO PROVIDE ESCROW HOLDER WRITTEN NOTICE OF BUYER'S DISAPPROVAL OF ANY OF BUYER'S CONTINGENCIES OR ANY OTHER MATTER THAT IS SUBJECT TO BUYER'S APPROVAL IN THIS AGREEMENT, THEN BUYER SHALL BE CONCLUSIVELY DEEMED TO HAVE SATISFIED SUCH BUYER'S CONTINGENCIES AND/OR APPROVED OF SUCH OTHER MATTERS. If a number of days is completed in any of the optional spaces in subparagraphs 9.1 (a) through (m), then such number shall apply and override the pre-printed number, even if the pre-printed number is not stricken. The Closing

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of this transaction is contingent upon the satisfaction or waiver of the following contingencies:

(a) **Disclosure.** Seller shall make to Buyer, through Escrow, all of the applicable disclosures required by law (See AIR CRE ("AIR") standard form entitled "Seller's Mandatory Disclosure Statement") and provide Buyer with a completed Property Information Sheet ("Property Information Sheet") concerning the Property, duly executed by or on behalf of Seller in the current form or equivalent to that published by the AIR within 10 ~~or~~ 30 days following the Date of Agreement. Buyer has 10 days from the receipt of said disclosures to approve or disapprove the matters disclosed.

(b) **Physical Inspection.** Buyer has 10 ~~or~~ 30 days following the receipt of the Property Information Sheet or the Date of Agreement, whichever is later, to satisfy itself with regard to the physical aspects and size of the Property.

(c) **Hazardous Substance Conditions Report.** Buyer has 30 ~~or~~ 30 days following the receipt of the Property Information Sheet or the Date of Agreement, whichever is later, to satisfy itself with regard to the environmental aspects of the Property. Seller recommends that Buyer obtain a Hazardous Substance Conditions Report concerning the Property and relevant adjoining properties. Any such report shall be paid for by Buyer. A "Hazardous Substance" for purposes of this Agreement is defined as any substance whose nature and/or quantity of existence, use, manufacture, disposal or effect, render it subject to Federal, state or local regulation, investigation, remediation or removal as potentially injurious to public health or welfare. A "Hazardous Substance Condition" for purposes of this Agreement is defined as the existence on, under or relevantly adjacent to the Property of a Hazardous Substance that would require remediation and/or removal under applicable Federal, state or local law.

(d) **Soil Inspection.** Buyer has 30 ~~or~~ 30 days following the receipt of the Property Information Sheet or the Date of Agreement, whichever is later, to satisfy itself with regard to the condition of the soils on the Property. Seller recommends that Buyer obtain a soil test report. Any such report shall be paid for by Buyer. Seller shall provide Buyer copies of any soils report that Seller may have within 10 days following the Date of Agreement.

(e) **Governmental Approvals.** Buyer has 30 ~~or~~ 30 days following the Date of Agreement to satisfy itself with regard to approvals and permits from governmental agencies or departments which have or may have jurisdiction over the Property and which Buyer deems necessary or desirable in connection with its intended use of the Property, including, but not limited to, permits and approvals required with respect to zoning, planning, building and safety, fire, police, handicapped and Americans with Disabilities Act requirements, transportation and environmental matters.

(f) **Conditions of Title.** Escrow Holder shall cause a current commitment for title insurance ("Title Commitment") concerning the Property issued by the Title Company, as well as legible copies of all documents referred to in the Title Commitment ("Underlying Documents"), and a scaled and dimensioned plot showing the location of any easements to be delivered to Buyer within 10 ~~or~~ 30 days following the Date of Agreement. Buyer has 10 days from the receipt of the Title Commitment, the Underlying Documents and the plot plan to satisfy itself with regard to the condition of title. The disapproval by Buyer of any monetary encumbrance, which by the terms of this Agreement is not to remain against the Property after the Closing, shall not be considered a failure of this contingency, as Seller shall have the obligation, at Seller's expense, to satisfy and remove such disapproved monetary encumbrance at or before the Closing.

(g) **Survey.** Buyer has 30 ~~or~~ 30 days following the receipt of the Title Commitment and Underlying Documents to satisfy itself with regard to any ALTA title supplement based upon a survey prepared to American Land Title Association ("ALTA") standards for an owner's policy by a licensed surveyor, showing the legal description and boundary lines of the Property, any easements of record, and any improvements, poles, structures and things located within 10 feet of either side of the Property boundary lines. Any such survey shall be prepared at Buyer's direction and expense. If Buyer has obtained a survey and approved the ALTA title supplement, Buyer may elect within the period allowed for Buyer's approval of a survey to have an ALTA extended coverage owner's form of title policy, in which event Buyer shall pay any additional premium attributable thereto.

(h) **Existing Leases and Tenancy Statements.** Seller shall within 10 or 30 days following the Date of Agreement provide both Buyer and Escrow Holder with legible copies of all leases, subleases or rental arrangements (collectively, "Existing Leases") affecting the Property, and with a tenancy statement ("Estoppel Certificate") in the latest form or equivalent to that published by the AIR, executed by Seller and/or each tenant and subtenant of the Property. Seller shall use its best efforts to have each tenant complete and execute an Estoppel Certificate. If any tenant fails or refuses to provide an Estoppel Certificate then Seller shall complete and execute an Estoppel Certificate for that tenancy. Buyer has 10 days from the receipt of said Existing Leases and Estoppel Certificates to satisfy itself with regard to the Existing Leases and any other tenancy issues.

(i) **Owner's Association.** Seller shall within 10 or 30 days following the Date of Agreement provide Buyer with a statement and transfer package from any owner's association servicing the Property. Such transfer package shall at a minimum include: copies of the association's bylaws, articles of incorporation, current budget and financial statement. Buyer has 10 days from the receipt of such documents to satisfy itself with regard to the association.

(j) **Other Agreements.** Seller shall within 10 or 30 days following the Date of Agreement provide Buyer with legible copies of all other agreements ("Other Agreements") known to Seller that will affect the Property after Closing. Buyer has 10 days from the receipt of said Other Agreements to satisfy itself with regard to such Agreements.

(k) **Financing.** If paragraph 5 hereof dealing with a financing contingency has not been stricken, the satisfaction or waiver of such New Loan contingency.

(l) **Existing Notes.** If paragraph 3.1(c) has not been stricken, Seller shall within 10 or 30 days following the Date of Agreement provide Buyer with legible copies of the Existing Notes, Existing Deeds of Trust and related agreements (collectively, "Loan Documents") to which the Property will remain subject after the Closing. Escrow Holder shall promptly request from the holders of the Existing Notes a beneficiary statement ("Beneficiary Statement") confirming: (1) the amount of the unpaid principal balance, the current interest rate, and the date to which interest is paid, and (2) the nature and amount of any impounds held by the beneficiary in connection with such loan. Buyer has 10 ~~or~~ 30 days following the receipt of the Loan Documents and Beneficiary Statements to satisfy itself with regard to such financing. Buyer's obligation to close is conditioned upon Buyer being able to purchase the Property without acceleration or change in the terms of any Existing Notes or charges to Buyer except as otherwise provided in this Agreement or approved by Buyer, provided, however, Buyer shall pay the transfer fee referred to in paragraph 3.2 hereof. Likewise if Seller is to carry back a Purchase Money Note then Seller shall within 10 or 30 days following the Date of Agreement provide Buyer with a copy of the proposed Purchase Money Note and Purchase Money Deed of Trust. Buyer has 10 ~~or~~ 30 days following the receipt of such documents to satisfy itself with regard to the form and content thereof.

(m) **Personal Property.** In the event that any personal property is included in the Purchase Price, Buyer has 10 ~~or~~ 30 days following the Date of Agreement to satisfy itself with regard to the title condition of such personal property. Seller recommends that Buyer obtain a UCC-1 report. Any such report shall be paid for by Buyer. Seller shall provide Buyer copies of any liens or encumbrances affecting such personal property that it is aware of within 10 or 30 days following the Date of Agreement.

(n) **Destruction, Damage or Loss.** Subsequent to the Date of Agreement and prior to Closing there shall not have occurred a destruction of, or damage or loss to, the Property or any portion thereof, from any cause whatsoever, which would cost more than \$10,000.00 to repair or cure. If the cost of repair or cure is \$10,000.00 or less, Seller shall repair or cure the loss prior to the Closing. Buyer shall have the option, within 10 days after receipt of written notice of a loss costing more than \$10,000.00 to repair or cure, to either terminate this Agreement or to purchase the Property notwithstanding such loss, but without deduction or offset against the Purchase Price. If the cost to repair or cure is more than \$10,000.00, and Buyer does not elect to terminate this Agreement, Buyer shall be entitled to any

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insurance proceeds applicable to such loss. Unless otherwise notified in writing, Escrow Holder shall assume no such destruction, damage or loss has occurred prior to Closing.

(o) **Material Change.** Buyer shall have 10 days following receipt of written notice of a Material Change within which to satisfy itself with regard to such change. "Material Change" shall mean a substantial adverse change in the use, occupancy, tenants, title, or condition of the Property that occurs after the date of this offer and prior to the Closing. Unless otherwise notified in writing, Escrow Holder shall assume that no Material Change has occurred prior to the Closing.

(p) **Seller Performance.** The delivery of all documents and the due performance by Seller of each and every undertaking and agreement to be performed by Seller under this Agreement.

(q) **Brokerage Fee.** Payment at the Closing of such brokerage fee as is specified in this Agreement or later written instructions to Escrow Holder executed by Seller and Brokers ("Brokerage Fee"). It is agreed by the Parties and Escrow Holder that Brokers are a third party beneficiary of this Agreement insofar as the Brokerage Fee is concerned, and that no change shall be made with respect to the payment of the Brokerage Fee specified in this Agreement, without the written consent of Brokers.

9.2 The contingencies specified in subparagraphs 9.1(a) through (m) are for the benefit of, and may be waived by, Buyer, and are referred to collectively as "Buyer's Contingencies" and individually as a "Buyer's Contingency."

9.3 Buyer's timely and written disapproval or conditional approval of a Buyer's Contingency or any other matter that is subject to Buyer's approval in this Agreement shall constitute disapproval thereof ("Disapproved Item(s)"). Concurrent with notice of a Disapproved Item, Buyer may make a request to Seller regarding such Disapproved Item ("Buyer's Request"). If Buyer fails to make a timely and written Buyer's Request, then this Agreement shall terminate due to the non-satisfaction and non-waiver of a contingency. Seller may respond to a Buyer's Request within 10 days following Seller's receipt thereof ("Seller's Response"). Seller's acceptance of a Buyer's Request shall amend this Agreement accordingly. If Seller fails to provide a timely and written Seller's Response, then Seller's Response shall be deemed to be a rejection of Buyer's Request. Buyer may, within 10 days following the earlier of Buyer's receipt of a Seller's Response (which is not an acceptance of Buyer's Request) or the date of Seller's deemed rejection of a Buyer's Request ("Buyer's Reply Period"), reply to a Seller's Response ("Buyer's Reply") and elect to (i) terminate this Agreement due to the non-satisfaction and non-waiver of the applicable contingency, (ii) accept the Seller's Response in which event this Agreement shall be amended accordingly, or (iii) withdraw Buyer's Request and waive the Disapproved Item in which event Buyer shall accept the Property subject to the Disapproved Item. If Buyer fails to provide a timely and written Buyer's Reply, then Buyer shall be deemed to have elected to terminate this Agreement as of the end of the Buyer's Reply Period. The date Buyer accepts a Seller's Response or withdraws a Buyer's Request and waives a Disapproved Item shall be the date of Buyer's approval of the Disapproved Item. A Party shall provide to Escrow Holder copy of all notices of a Disapproved Item, Buyer's Request, Seller's Response and Buyer's Reply and Escrow Holder shall promptly provide copies thereof to the other Party. Unless the Parties in writing agree otherwise, if the Expected Closing Date is a specific calendar date and a Buyer's Reply Period expires after such specific calendar date, then notwithstanding paragraph 1.1, the Expected Closing Date shall be extended to be 3 business days after the earlier of the date Buyer withdraws a Buyer's Request and waives the applicable Disapproved Item or Buyer accepts the applicable Seller's Response.

9.4 The Parties acknowledge that extensive local, state and Federal legislation establish broad liability upon owners and/or users of real property for the investigation and remediation of Hazardous Substances. The determination of the existence of a Hazardous Substance Condition and the evaluation of the impact of such a condition are highly technical and beyond the expertise of Brokers. The Parties acknowledge that they have been advised by Brokers to consult their own technical and legal experts with respect to the possible presence of Hazardous Substances on the Property or adjoining properties, and Buyer and Seller are not relying upon any investigation by or statement of Brokers with respect thereto. The Parties hereby assume all responsibility for the impact of such Hazardous Substances upon their respective interests herein.

## 10. Documents and Other Items Required at or Before Closing.

10.1 Five days prior to the Closing date Escrow Holder shall obtain an updated Title Commitment concerning the Property from the Title Company and provide copies thereof to each of the Parties.

10.2 Seller shall deliver to Escrow Holder in time for delivery to Buyer at the Closing:

- (a) Grant or general warranty deed, duly executed and in recordable form, conveying fee title to the Property to Buyer.
- (b) If applicable, the Beneficiary Statements concerning Existing Note(s).
- (c) If applicable, the Existing Leases and Other Agreements together with duly executed assignments thereof by Seller and Buyer. The assignment of Existing Leases shall be on the most recent Assignment and Assumption of Lessor's Interest in Lease form published by the AIR or its equivalent.
- (d) An affidavit executed by Seller to the effect that Seller is not a "foreign person" within the meaning of Internal Revenue Code Section 1445 or successor statutes. If Seller does not provide such affidavit in form reasonably satisfactory to Buyer at least 3 business days prior to the Closing, Escrow Holder shall at the Closing deduct from Seller's proceeds and remit to the Internal Revenue Service such sum as is required by applicable Federal law with respect to purchases from foreign sellers.

(e) If the Property is located in California, an affidavit executed by Seller to the effect that Seller is not a "nonresident" within the meaning of California Revenue and Tax Code Section 18662 or successor statutes. If Seller does not provide such affidavit in form reasonably satisfactory to Buyer at least 3 business days prior to the Closing, Escrow Holder shall at the Closing deduct from Seller's proceeds and remit to the Franchise Tax Board such sum as is required by such statute.

(f) If applicable, a bill of sale, duly executed, conveying title to any included personal property to Buyer.

(g) If the Seller is a corporation, a duly executed corporate resolution authorizing the execution of this Agreement and the sale of the Property.

10.3 Buyer shall deliver to Seller through Escrow:

(a) The cash portion of the Purchase Price and such additional sums as are required of Buyer under this Agreement shall be deposited by Buyer with Escrow Holder, by federal funds wire transfer, or any other method acceptable to Escrow Holder in immediately collectable funds, no later than 2:00 P.M. on the business day prior to the Expected Closing Date provided, however, that Buyer shall not be required to deposit such monies into Escrow if at the time set for the deposit of such monies Seller is in default or has indicated that it will not perform any of its obligations hereunder. Instead, in such circumstances in order to reserve its rights to proceed Buyer need only provide Escrow with evidence establishing that the required monies were available.

(b) If a Purchase Money Note and Purchase Money Deed of Trust are called for by this Agreement, the duly executed originals of those documents, the Purchase Money Deed of Trust being in recordable form, together with evidence of fire insurance on the improvements in the amount of the full replacement cost naming Seller as a mortgage loss payee, and a real estate tax service contract (at Buyer's expense), assuring Seller of notice of the status of payment of real property taxes during the life of the Purchase Money Note.

(c) The Assignment and Assumption of Lessor's Interest in Lease form specified in paragraph 10.2(c) above, duly executed by Buyer.

(d) Assumptions duly executed by Buyer of the obligations of Seller that accrue after Closing under any Other Agreements.

(e) If applicable, a written assumption duly executed by Buyer of the loan documents with respect to Existing Notes.

(f) If the Buyer is a corporation, a duly executed corporate resolution authorizing the execution of this Agreement and the purchase of the Property.

10.4 At Closing, Escrow Holder shall cause to be issued to Buyer a standard coverage (or ALTA extended, if elected pursuant to 9.1(g)) owner's form policy of title

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insurance effective as of the Closing, issued by the Title Company in the full amount of the Purchase Price, insuring title to the Property vested in Buyer, subject only to the exceptions approved by Buyer. In the event there is a Purchase Money Deed of Trust in this transaction, the policy of title insurance shall be a joint protection policy insuring both Buyer and Seller.

**IMPORTANT: IN A PURCHASE OR EXCHANGE OF REAL PROPERTY, IT MAY BE ADVISABLE TO OBTAIN TITLE INSURANCE IN CONNECTION WITH THE CLOSE OF ESCROW SINCE THERE MAY BE PRIOR RECORDED LIENS AND ENCUMBRANCES WHICH AFFECT YOUR INTEREST IN THE PROPERTY BEING ACQUIRED. A NEW POLICY OF TITLE INSURANCE SHOULD BE OBTAINED IN ORDER TO ENSURE YOUR INTEREST IN THE PROPERTY THAT YOU ARE ACQUIRING.**

#### 11. Prorations and Adjustments.

11.1 *Taxes.* Applicable real property taxes and special assessment bonds shall be prorated through Escrow as of the date of the Closing, based upon the latest tax bill available. The Parties agree to prorate as of the Closing any taxes assessed against the Property by supplemental bill levied by reason of events occurring prior to the Closing. Payment of the prorated amount shall be made promptly in cash upon receipt of a copy of any supplemental bill.

11.2 *Insurance.* **WARNING:** Any insurance which Seller may have maintained will terminate on the Closing. Buyer is advised to obtain appropriate insurance to cover the Property.

11.3 *Rentals, Interest and Expenses.* Scheduled rentals, interest on Existing Notes, utilities, and operating expenses shall be prorated as of the date of Closing. The Parties agree to promptly adjust between themselves outside of Escrow any rents received after the Closing.

11.4 *Security Deposit.* Security Deposits held by Seller shall be given to Buyer as a credit to the cash required of Buyer at the Closing.

11.5 *Post Closing Matters.* Any item to be prorated that is not determined or determinable at the Closing shall be promptly adjusted by the Parties by appropriate cash payment outside of the Escrow when the amount due is determined.

11.6 *Variations in Existing Note Balances.* In the event that Buyer is purchasing the Property subject to an Existing Deed of Trust(s), and in the event that a Beneficiary Statement as to the applicable Existing Note(s) discloses that the unpaid principal balance of such Existing Note(s) at the closing will be more or less than the amount set forth in paragraph 3.1(c) hereof ("**Existing Note Variation**"), then the Purchase Money Note(s) shall be reduced or increased by an amount equal to such Existing Note Variation. If there is to be no Purchase Money Note, the cash required at the Closing per paragraph 3.1(a) shall be reduced or increased by the amount of such Existing Note Variation.

11.7 *Variations in New Loan Balance.* In the event Buyer is obtaining a New Loan and the amount ultimately obtained exceeds the amount set forth in paragraph 5.1, then the amount of the Purchase Money Note, if any, shall be reduced by the amount of such excess.

11.8 *Owner's Association Fees.* Escrow Holder shall: (i) bring Seller's account with the association current and pay any delinquencies or transfer fees from Seller's proceeds, and (ii) pay any up front fees required by the association from Buyer's funds.

#### 12. Representations and Warranties of Seller and Disclaimers.

12.1 Seller's warranties and representations shall survive the Closing and delivery of the deed for a period of 3 years, and any lawsuit or action based upon them must be commenced within such time period. Seller's warranties and representations are true, material and relied upon by Buyer and Brokers in all respects. Seller hereby makes the following warranties and representations to Buyer and Brokers:

(a) *Authority of Seller.* Seller is the owner of the Property and/or has the full right, power and authority to sell, convey and transfer the Property to Buyer as provided herein, and to perform Seller's obligations hereunder.

(b) *Maintenance During Escrow and Equipment Condition At Closing.* Except as otherwise provided in paragraph 9.1(n) hereof, Seller shall maintain the Property until the Closing in its present condition, ordinary wear and tear excepted.

(c) *Hazardous Substances/Storage Tanks.* Seller has no knowledge, except as otherwise disclosed to Buyer in writing, of the existence or prior existence on the Property of any Hazardous Substance, nor of the existence or prior existence of any above or below ground storage tank.

(d) *Compliance.* Except as otherwise disclosed in writing, Seller has no knowledge of any aspect or condition of the Property which violates applicable laws, rules, regulations, codes or covenants, conditions or restrictions, or of improvements or alterations made to the Property without a permit where one was required, or of any unfulfilled order or directive of any applicable governmental agency or casualty insurance company requiring any investigation, remediation, repair, maintenance or improvement be performed on the Property.

(e) *Changes in Agreements.* Prior to the Closing, Seller will not violate or modify any Existing Lease or Other Agreement, or create any new leases or other agreements affecting the Property, without Buyer's written approval, which approval will not be unreasonably withheld.

(f) *Possessory Rights.* Seller has no knowledge that anyone will, at the Closing, have any right to possession of the Property, except as disclosed by this Agreement or otherwise in writing to Buyer.

(g) *Mechanics' Liens.* There are no unsatisfied mechanics' or materialmen's lien rights concerning the Property.

(h) *Actions, Suits or Proceedings.* Seller has no knowledge of any actions, suits or proceedings pending or threatened before any commission, board, bureau, agency, arbitrator, court or tribunal that would affect the Property or the right to occupy or utilize same.

(i) *Notice of Changes.* Seller will promptly notify Buyer and Brokers in writing of any Material Change (see paragraph 9.1(o)) affecting the Property that becomes known to Seller prior to the Closing.

(j) *No Tenant Bankruptcy Proceedings.* Seller has no notice or knowledge that any tenant of the Property is the subject of a bankruptcy or insolvency proceeding.

(k) *No Seller Bankruptcy Proceedings.* Seller is not the subject of a bankruptcy, insolvency or probate proceeding.

(l) *Personal Property.* Seller has no knowledge that anyone will, at the Closing, have any right to possession of any personal property included in the Purchase Price nor knowledge of any liens or encumbrances affecting such personal property, except as disclosed by this Agreement or otherwise in writing to Buyer.

12.2 Buyer hereby acknowledges that, except as otherwise stated in this Agreement, Buyer is purchasing the Property in its existing condition and will, by the time called for herein, make or have waived all inspections of the Property Buyer believes are necessary to protect its own interest in, and its contemplated use of, the Property. The Parties acknowledge that, except as otherwise stated in this Agreement, no representations, inducements, promises, agreements, assurances, oral or written, concerning the Property, or any aspect of the occupational safety and health laws, Hazardous Substance laws, or any other act, ordinance or law, have been made by either Party or Brokers, or relied upon by either Party hereto.

12.3 In the event that Buyer learns that a Seller representation or warranty might be untrue prior to the Closing, and Buyer elects to purchase the Property anyway then, and in that event, Buyer waives any right that it may have to bring an action or proceeding against Seller or Brokers regarding said representation or warranty.

12.4 Any environmental reports, soils reports, surveys, and other similar documents which were prepared by third party consultants and provided to Buyer by Seller or Seller's representatives, have been delivered as an accommodation to Buyer and without any representation or warranty as to the sufficiency, accuracy, completeness, and/or validity of said documents, all of which Buyer relies on at its own risk. Seller believes said documents to be accurate, but Buyer is advised to retain appropriate consultants to review said documents and investigate the Property.

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**13. Possession.**

Possession of the Property shall be given to Buyer at the Closing subject to the rights of tenants under Existing Leases.

**14. Buyer's Entry.**

At any time during the Escrow period, Buyer, and its agents and representatives, shall have the right at reasonable times and subject to rights of tenants, to enter upon the Property for the purpose of making inspections and tests specified in this Agreement. No destructive testing shall be conducted, however, without Seller's prior approval which shall not be unreasonably withheld. Following any such entry or work, unless otherwise directed in writing by Seller, Buyer shall return the Property to the condition it was in prior to such entry or work, including the re-compaction or removal of any disrupted soil or material as Seller may reasonably direct. All such inspections and tests and any other work conducted or materials furnished with respect to the Property by or for Buyer shall be paid for by Buyer as and when due and Buyer shall indemnify, defend, protect and hold harmless Seller and the Property of and from any and all claims, liabilities, losses, expenses (including reasonable attorneys' fees), damages, including those for injury to person or property, arising out of or relating to any such work or materials or the acts or omissions of Buyer, its agents or employees in connection therewith.

**15. Further Documents and Assurances.**

The Parties shall each, diligently and in good faith, undertake all actions and procedures reasonably required to place the Escrow in condition for Closing as and when required by this Agreement. The Parties agree to provide all further information, and to execute and deliver all further documents, reasonably required by Escrow Holder or the Title Company.

**16. Attorneys' Fees.**

If any Party or Broker brings an action or proceeding (including arbitration) involving the Property whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees and costs. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term "Prevailing Party" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred.

**17. Prior Agreements/Amendments.**

17.1 This Agreement supersedes any and all prior agreements between Seller and Buyer regarding the Property.

17.2 Amendments to this Agreement are effective only if made in writing and executed by Buyer and Seller.

**18. Broker's Rights.**

18.1 If this sale is not consummated due to the default of either the Buyer or Seller, the defaulting Party shall be liable to and shall pay to Brokers the Brokerage Fee that Brokers would have received had the sale been consummated. If Buyer is the defaulting party, payment of said Brokerage Fee is in addition to any obligation with respect to liquidated or other damages.

18.2 Upon the Closing, Brokers are authorized to publicize the facts of this transaction.

**19. Notices.**

19.1 Whenever any Party, Escrow Holder or Brokers herein shall desire to give or serve any notice, demand, request, approval, disapproval or other communication, each such communication shall be in writing and shall be delivered personally, by messenger, or by mail, postage prepaid, to the address set forth in this agreement or by facsimile transmission, electronic signature, digital signature, or email.

19.2 Service of any such communication shall be deemed made on the date of actual receipt if personally delivered, or transmitted by facsimile transmission, electronic signature, digital signature, or email. Any such communication sent by regular mail shall be deemed given 48 hours after the same is mailed. Communications sent by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed delivered 24 hours after delivery of the same to the Postal Service or courier. If such communication is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

19.3 Any Party or Broker hereto may from time to time, by notice in writing, designate a different address to which, or a different person or additional persons to whom, all communications are thereafter to be made.

**20. Duration of Offer.**

20.1 If this offer is not accepted by Seller on or before 5:00 P.M. according to the time standard applicable to the city of Los Angeles on the date of June 22, 2023, it shall be deemed automatically revoked.

20.2 The acceptance of this offer, or of any subsequent counteroffer hereto, that creates an agreement between the Parties as described in paragraph 1.2, shall be deemed made upon delivery to the other Party or either Broker herein of a duly executed writing unconditionally accepting the last outstanding offer or counteroffer.

**21. LIQUIDATED DAMAGES. (This Liquidated Damages paragraph is applicable only if initialed by both Parties).**

THE PARTIES AGREE THAT IT WOULD BE IMPRACTICABLE OR EXTREMELY DIFFICULT TO FIX, PRIOR TO SIGNING THIS AGREEMENT, THE ACTUAL DAMAGES WHICH WOULD BE SUFFERED BY SELLER IF BUYER FAILS TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT. THEREFORE, IF, AFTER THE SATISFACTION OR WAIVER OF ALL CONTINGENCIES PROVIDED FOR THE BUYER'S BENEFIT, BUYER BREACHES THIS AGREEMENT, SELLER SHALL BE ENTITLED TO LIQUIDATED DAMAGES IN THE AMOUNT OF REDACTED. UPON PAYMENT OF SAID SUM TO SELLER, BUYER SHALL BE RELEASED FROM ANY FURTHER LIABILITY TO SELLER, AND ANY ESCROW CANCELLATION FEES AND TITLE COMPANY CHARGES SHALL BE PAID BY SELLER.

Buyer's Initials

Seller's Initials

**22. ARBITRATION OF DISPUTES. (This Arbitration of Disputes paragraph is applicable only if initialed by both Parties.)**

22.1 ANY CONTROVERSY AS TO WHETHER SELLER IS ENTITLED TO LIQUIDATED DAMAGES AND/OR BUYER IS ENTITLED TO THE RETURN OF THE DEPOSIT SHALL BE DETERMINED BY BINDING ARBITRATION ADMINISTERED BY THE JUDICIAL ARBITRATION & MEDIATION SERVICES, INC. ("JAMS") IN ACCORDANCE WITH ITS COMMERCIAL ARBITRATION RULES ("COMMERCIAL RULES"). ARBITRATION HEARINGS SHALL BE HELD IN THE COUNTY WHERE THE PROPERTY IS LOCATED.

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SUCH CONTROVERSY SHALL BE ARBITRATED BY A SINGLE ARBITRATOR, APPOINTED UNDER THE COMMERCIAL RULES WHO HAS HAD AT LEAST 5 YEARS OF EXPERIENCE IN THE TYPE OF REAL ESTATE THAT IS THE SUBJECT OF THIS AGREEMENT. THE ARBITRATOR SHALL HEAR AND DETERMINE SAID CONTROVERSY IN ACCORDANCE WITH APPLICABLE LAW OF THE JURISDICTION WHERE THE PROPERTY IS LOCATED, THE INTENTION OF THE PARTIES AS EXPRESSED IN THIS AGREEMENT AND ANY AMENDMENTS THERETO, AND UPON THE EVIDENCE PRODUCED AT AN ARBITRATION HEARING. PRE-ARBITRATION DISCOVERY SHALL BE PERMITTED IN ACCORDANCE WITH THE COMMERCIAL RULES OR STATE LAW APPLICABLE TO ARBITRATION PROCEEDINGS. THE ARBITRATOR SHALL RENDER AN AWARD WITHIN 30 DAYS AFTER THE CONCLUSION OF THE HEARING, WHICH MAY INCLUDE ATTORNEYS' FEES AND COSTS TO THE PREVAILING PARTY PER PARAGRAPH 16 HEREOF AND SHALL BE ACCOMPANIED BY A REASONED OPINION. THE FAILURE OR REFUSAL OF A PARTY TO PAY SUCH PARTY'S REQUIRED SHARE OF THE DEPOSITS FOR ARBITRATOR COMPENSATION OR ADMINISTRATIVE CHARGES SHALL CONSTITUTE A WAIVER BY SUCH PARTY TO PRESENT EVIDENCE OR CROSS-EXAMINE WITNESSES, BUT SUCH WAIVER SHALL NOT ALLOW FOR A DEFAULT JUDGMENT AGAINST THE NON-PAYING PARTY IN THE ABSENCE OF EVIDENCE AND LEGAL ARGUMENT AS THE ARBITRATOR MAY REQUIRE FOR MAKING AN AWARD. JUDGMENT MAY BE ENTERED ON THE AWARD IN ANY COURT OF COMPETENT JURISDICTION NOTWITHSTANDING THE FAILURE OF A PARTY DULY NOTIFIED OF THE ARBITRATION HEARING TO APPEAR THEREAT.

22.2 BUYER'S RESORT TO OR PARTICIPATION IN SUCH ARBITRATION PROCEEDINGS SHALL NOT BAR SUIT IN A COURT OF COMPETENT JURISDICTION BY THE BUYER FOR DAMAGES AND/OR SPECIFIC PERFORMANCE UNLESS AND UNTIL THE ARBITRATION RESULTS IN AN AWARD TO THE SELLER OF LIQUIDATED DAMAGES, IN WHICH EVENT SUCH AWARD SHALL ACT AS A BAR AGAINST ANY ACTION BY BUYER FOR DAMAGES AND/OR SPECIFIC PERFORMANCE.

22.3 NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS SUCH RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION.

Buyer's Initials

Seller's Initials

### 23. Miscellaneous.

23.1 **Binding Effect.** This Agreement shall be binding on the Parties without regard to whether or not paragraphs 21 and 22 are initialed by both of the Parties. Paragraphs 21 and 22 are each incorporated into this Agreement only if initialed by both Parties at the time that the Agreement is executed. Signatures to this Agreement accomplished by means of electronic signature or similar technology shall be legal and binding.

23.2 **Applicable Law.** This Agreement shall be governed by, and paragraph 22.3 is amended to refer to, the laws of the state in which the Property is located. Any litigation or arbitration between the Parties hereto concerning this Agreement shall be initiated in the county in which the Property is located.

23.3 **Time of Essence.** Time is of the essence of this Agreement.

23.4 **Counterparts.** This Agreement may be executed by Buyer and Seller in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Escrow Holder, after verifying that the counterparts are identical except for the signatures, is authorized and instructed to combine the signed signature pages on one of the counterparts, which shall then constitute the Agreement.

23.5 **Waiver of Jury Trial.** THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.

23.6 **Conflict.** Any conflict between the printed provisions of this Agreement and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions. Seller and Buyer must initial any and all handwritten provisions.

23.7 **1031 Exchange.** Both Seller and Buyer agree to cooperate with each other in the event that either or both wish to participate in a 1031 exchange. Any party initiating an exchange shall bear all costs of such exchange. The cooperating Party shall not have any liability (special or otherwise) for damages to the exchanging Party in the event that the sale is delayed and/or that the sale otherwise fails to qualify as a 1031 exchange.

23.8 **Days.** Unless otherwise specifically indicated to the contrary, the word "days" as used in this Agreement shall mean and refer to calendar days.

### 24. Disclosures Regarding The Nature of a Real Estate Agency Relationship.

24.1 The Parties and Brokers agree that their relationship(s) shall be governed by the principles set forth in the applicable sections of the California Civil Code, as summarized in paragraph 24.2.

24.2 When entering into a discussion with a real estate agent regarding a real estate transaction, a Buyer or Seller should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Buyer and Seller acknowledge being advised by the Brokers in this transaction, as follows:

(a) **Seller's Agent.** A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or subagent has the following affirmative obligations: (1) *To the Seller:* A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Seller. (2) *To the Buyer and the Seller:* a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(b) **Buyer's Agent.** A selling agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations. (1) *To the Buyer:* A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Buyer. (2) *To the Buyer and the Seller:* a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(c) **Agent Representing Both Seller and Buyer.** A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer. (1) In a dual agency situation, the

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(d) **Further Disclosures.** Throughout this transaction Buyer and Seller may receive more than one disclosure, depending upon the number of agents assisting in the transaction. Buyer and Seller should each read its contents each time it is presented, considering the relationship between them and the real estate agent in this transaction and that disclosure. Buyer and Seller each acknowledge receipt of a disclosure of the possibility of multiple representation by the Broker representing that principal. This disclosure may be part of a listing agreement, buyer representation agreement or separate document. Buyer understands that Broker representing Buyer may also represent other potential buyers, who may consider, make offers on or ultimately acquire the Property. Seller understands that Broker representing Seller may also represent other sellers with competing properties that may be of interest to this Buyer. Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this transaction may be brought against Broker more than one year after the Date of Agreement and that the liability (including court costs and attorneys' fees), of any Broker with respect to any breach of duty, error or omission relating to this Agreement shall not exceed the fee received by such Broker pursuant to this Agreement; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

**25. Construction of Agreement.** In construing this Agreement, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Agreement. Whenever required by the context, the singular shall include the plural and vice versa. This Agreement shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

Additional provisions of this offer, if any, are as follows or are attached hereto by an addendum or addenda consisting of paragraphs \_\_\_\_\_ through \_\_\_\_\_. (If there are no additional provisions write "NONE".)

1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS AGREEMENT.
2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PROPERTY. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PROPERTY, THE INTEGRITY AND CONDITION OF ANY STRUCTURES AND OPERATING SYSTEMS, AND THE SUITABILITY OF THE PROPERTY FOR BUYER'S INTENDED USE.

WARNING: IF THE PROPERTY IS LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THIS AGREEMENT MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PROPERTY IS LOCATED.

1. THIS FORM IS NOT FOR USE IN CONNECTION WITH THE SALE OF RESIDENTIAL PROPERTY.

2. IF EITHER PARTY IS A CORPORATION, IT IS RECOMMENDED THAT THIS AGREEMENT BE SIGNED BY TWO CORPORATE OFFICERS.

Date: 6/27/23

**BUYER**

By: \_\_\_\_\_  
Name Printed: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

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Phone: REDACTED 7  
 Fax: \_\_\_\_\_  
 Email: REDACTED Federal ID No.: \_\_\_\_\_  
 Broker DRE License #: REDACTED  
 Agent DRE License #: REDACTED

Fax: \_\_\_\_\_  
 Email: \_\_\_\_\_

By: \_\_\_\_\_  
 Name Printed: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Federal ID No.: \_\_\_\_\_

## 27. Acceptance.

27.1 Seller accepts the foregoing offer to purchase the Property and hereby agrees to sell the Property to Buyer on the terms and conditions therein specified.

27.2 In consideration of real estate brokerage service rendered by Brokers, Seller agrees to pay Brokers a real estate Brokerage Fee in a sum equal to 4 % of the Purchase Price to be divided between the Brokers as follows: Seller's Broker 2 % and Buyer's Broker 2 %. This Agreement shall serve as an irrevocable instruction to Escrow Holder to pay such Brokerage Fee to Brokers out of the proceeds accruing to the account of Seller at the Closing.

27.3 Seller acknowledges receipt of a copy hereof and authorizes Brokers to deliver a signed copy to Buyer.

**NOTE: A PROPERTY INFORMATION SHEET IS REQUIRED TO BE DELIVERED TO BUYER BY SELLER UNDER THIS AGREEMENT.**

Date: 6/27/2023

## BROKER

VCA Realty/KW Commercial DTLA

Attn: REDACTED  
 Title: Broker Associate

Address REDACTED

Phone: 213-700-2396

Fax: \_\_\_\_\_

Email: \_\_\_\_\_  
 REDACTED

Broker DRE License #: REDACTED  
 Agent's DRE License #: REDACTED

## SELLER

The Guild Law School, Inc.

DocuSigned by:

By: Hector Pena

Name: Hector Pena

Title: President

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

By: \_\_\_\_\_  
 Name Printed: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 Email: \_\_\_\_\_

Address: \_\_\_\_\_  
 Federal ID No.: \_\_\_\_\_

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## DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(As required by the Civil Code)

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

### SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

### BUYER'S AGENT

A Buyer's agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

### AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more salesperson and broker associates, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
- (b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered.

### SELLER AND BUYER RESPONSIBILITIES

Either the purchase agreement or a separate document will contain a confirmation of which agent is representing you and whether that agent is representing you exclusively in the transaction or acting as a dual agent. Please pay attention to that confirmation to make sure it accurately reflects your understanding of your agent's role. The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. If you are a Buyer, you have the duty to exercise reasonable care to protect yourself, including as to those facts about the property which are known to you or within your diligent attention and observation. Both Sellers and Buyers should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. **This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE BACK (OR A SEPARATE PAGE).**

WAA Bonnie Brae, LLC

☒ Buyer ☐ Seller ☐ Lessor ☐ Lessee

Date: 6/27/23

☐ Buyer ☐ Seller ☐ Lessor ☐ Lessee

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

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Agent: Kidder Mathews of California, Inc. DRE Lic. #: REDACTED  
Real Estate Broker (Firm)

By: \_\_\_\_\_ DRE Lic. #: REDACTED Date: \_\_\_\_\_  
**Christopher Steck**  
(Salesperson or Broker-Associate)

THIS FORM HAS BEEN PREPARED BY AIR CRE. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF THIS FORM FOR ANY SPECIFIC TRANSACTION. PLEASE SEEK LEGAL COUNSEL AS TO THE APPROPRIATENESS OF THIS FORM.

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**DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP  
CIVIL CODE SECTIONS 2079.13 THROUGH 2079.24 (2079.16 APPEARS ON THE FRONT)**

**2079.13.** As used in Sections 2079.7 and 2079.14 to 2079.24, inclusive, the following terms have the following meanings:

(a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. The agent in the real property transaction bears responsibility for that agent's salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the salesperson or broker associate functions. (b) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee of real property. (c) "Commercial real property" means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, (3) a mobile home, as defined in Section 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in Section 799.29. (d) "Dual agent" means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction. (e) "Listing agreement" means a written contract between a seller of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement. (f) "Seller's agent" means a person who has obtained a listing of real property to act as an agent for compensation. (g) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the seller's agent. (h) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. (i) "Offer to purchase" means a written contract executed by a buyer acting through a buyer's agent that becomes the contract for the sale of the real property upon acceptance by the seller. (j) "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property, and includes (1) single-family residential property, (2) multi-unit residential property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in Section 18007 of the Health and Safety Code, or a mobile home as defined in Section 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. (k) "Real property transaction" means a transaction for the sale of real property in which an agent is retained by a buyer, seller, or both a buyer and seller to act in that transaction, and includes a listing or an offer to purchase. (l) "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. (m) "Seller" means the transferor in a real property transaction and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor of real property. (n) "Buyer's agent" means an agent who represents a buyer in a real property transaction.

**2079.14.** A seller's agent and buyer's agent shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and shall obtain a signed acknowledgment of receipt from that seller and buyer, except as provided in Section 2079.15, as follows: (a) The seller's agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. (b) The buyer's agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase. If the offer to purchase is not prepared by the buyer's agent, the buyer's agent shall present the disclosure form to the buyer not later than the next business day after receiving the offer to purchase from the buyer.

**2079.15.** In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to Section 2079.14, the agent shall set forth, sign, and date a written declaration of the facts of the refusal.

**2079.16** Reproduced on Page 1 of this AD form.

**2079.17(a)** As soon as practicable, the buyer's agent shall disclose to the buyer and seller whether the agent is acting in the real property transaction as the buyer's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the buyer's agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. (b) As soon as practicable, the seller's agent shall disclose to the seller whether the seller's agent is acting in the real property transaction as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the seller's agent prior to or coincident with the execution of that contract by the seller.

(c) CONFIRMATION: The following agency relationships are confirmed for this transaction.

Seller's Brokerage Firm DO NOT COMPLETE, SAMPLE ONLY License Number \_\_\_\_\_

Is the broker of (check one): ☐ the seller; or ☐ both the buyer and seller. (dual agent)

Seller's Agent DO NOT COMPLETE, SAMPLE ONLY License Number \_\_\_\_\_

Is (check one): ☐ the Seller's Agent. (salesperson or broker associate); or ☐ both the Buyer's Agent and the Seller's Agent. (dual agent)

Buyer's Brokerage Firm DO NOT COMPLETE, SAMPLE ONLY License Number \_\_\_\_\_

Is the broker of (check one): ☐ the buyer; or ☐ both the buyer and seller. (dual agent)

Buyer's Agent DO NOT COMPLETE, SAMPLE ONLY License Number \_\_\_\_\_

Is (check one): ☐ the Buyer's Agent. (salesperson or broker associate); or ☐ both the Buyer's Agent and the Seller's Agent. (dual agent)

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14. An agent's duty to provide disclosure and confirmation of representation in this section may be performed by a real estate salesperson or broker associate affiliated with that broker.

**2079.18** (Repealed pursuant to AB-1289, 2017-18 California Legislative session)

**2079.19** The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

**2079.20** Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically

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prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

**2079.21 (a)** A dual agent may not, without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller. **(b)** A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer. **(c)** "Confidential information" means facts relating to the client's financial position, motivations, bargaining position, or other personal information that may impact price, such as the seller is willing to accept a price less than the listing price or the buyer is willing to pay a price greater than the price offered. **(d)** This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

**2079.22** Nothing in this article precludes a seller's agent from also being a buyer's agent. If a seller or buyer in a transaction chooses to not be represented by an agent, that does not, of itself, make that agent a dual agent.


**2079.23 (a)** A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship. **(b)** A lender or an auction company retained by a lender to control aspects of a transaction of real property subject to this part, including validating the sales price, shall not require, as a condition of receiving the lender's approval of the transaction, the homeowner or listing agent to defend or indemnify the lender or auction company from any liability alleged to result from the actions of the lender or auction company. Any clause, provision, covenant, or agreement purporting to impose an obligation to defend or indemnify a lender or an auction company in violation of this subdivision is against public policy, void, and unenforceable.

**2079.24** Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

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Edith Pomposo <dean@peoplescollegeoflaw.edu>

---

**Fwd: Urbina handyman**

---

REDACTED

Thu, 31 Aug, 22:14

To: Edith Pomposo <dean@peoplescollegeoflaw.edu>

Cc: Héctor C. Peña Ramírez <hpena@peoplescollegeoflaw.edu>, REDACTED

Drywall repair estimate with scope of work. The 50% deposit was paid today and work begins tomorrow morning.

----- Forwarded message -----

From: REDACTED

Date: Wed, Aug 30, 2023 at 7:10 PM

Subject: Urbina handyman

To: REDACTED

**Presupuesto para reparar**

**Sielo cuarto numero 1 quitar y poner drywall**

**Una parte dela pared**

**Y preparar para pintar cuarto numero 2**

**Abrir las craquiaduras para ponerles nuevos tey**

**Y preparar para pintar**

**Sielo de la cosina ponerle nuevo tey y prepara para**

**Pintar en este presupuesto en clue los materiales**

**Remover las luces y bol Ber a ponerlas**

**El costo es de 2,500**

**Primer pago es de 1,250**

**Y el otro al final 1,250**

Enviado desde mi iPad

[Quoted text hidden]

## Attachment C

REDACTED

M = Weight entered manually

S = Weight read from scale

T = Taxable item

Terms and conditions apply, including terms that limit FedEx's liability. The estimated shipping charge may be different than the actual charges for your shipment. Differences may occur based on actual weight, dimensions and other factors. Shipment-related terms and conditions and details on how shipping charges are calculated are available upon request or at [fedex.com/serviceguide](https://www.fedex.com/serviceguide).

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Aug 17, 2023 5:54:17 PM



# People's College of Law

660 S. Bonnie Brae, L.A., CA 90057 Tel.:

213 483-0083 Fax: 213 483-2981

E-mail: [Dean@peoplescollegeoflaw.edu](mailto:Dean@peoplescollegeoflaw.edu)

*"Over 48 Years of Educating People's Lawyers"*

Clemente Franco, Esq. – President

Ana Maria Lobos, Esq. – Dean

October 2, 2023

Dear Natalie,

Thank you for your phone call and email in which you expressly ask if I, the new Interim Dean, have provided input on the October Report. While I am new to the position, I have been aided by a dedicated team of both paid staff and volunteer Community Board Members who have provided background information about the school's operations. The school's electronic filing system and up to date published materials have allowed for my personal corroboration that the information presented in the October report is accurate. I have had the opportunity to sit in on school committee meetings and to interact with students, which has allowed me to confidently address issues in the Report regarding the school's daily practices.

I appreciated your offer to confer further with my team in order to ensure we are accurately reporting on requested issues. While my main concerns were as to form originally, please note that the attached Report has been updated and contains minor changes to the following sections:

7. Guideline 2.9(D) Bar's Inspection Report

17. Guideline 6.2–6.4

Under the PROPOSED ANNOTATED SUMMARY AND RESTATEMENT, please note edits to the following:

1. Guidelines 1.9 and 2.10
2. Guideline 2.9(D)

Please contact me as soon as possible if you feel that further information is needed, I am more than happy to oblige.

Sincerely,

Ana Maria Lobos, Esq.

Dean

Peoples College of Law

v(ORIGINAL) NOVEMBER 2021 PROGRESS REPORT ON COMPLIANCE

WITH RECOMMENDATIONS IN STATE BAR INSPECTION REPORT OF  
2020

Updated September 29, 2023

**RECOMMENDED MANDATORY ACTIONS IN 2020 INSPECTION REPORT**

**1. Guidelines 1.9 and 2.10:  
Bar's Inspection Report**

“To achieve full compliance, the school should demonstrate that it has adopted adequate procedures to properly document applications for accommodations and decisions in student files, to secure health records against unauthorized disclosure, and to effectively administer the school's privacy policy. ***Subsequent to the inspection, the school adopted a compliant policy and provided the State Bar with a copy of that policy.***”

**PCL'S Progress Report**

As noted in the Inspection Report, PCL adopted a compliant policy some months ago. One provision of the policy is: “Once each calendar month, the Administrator shall distribute a reminder of this Student Privacy Policy, with its full contents, to the Registrar, the Dean, and all officers, members of committees, members of the Community Board, employees and Faculty Members, by automatically scheduled email or otherwise.” Starting at the beginning of this academic year, we have complied by distributing the policy by email every month to the required recipients. Our Student Information System, Populi, has been distributing it automatically on the first of every month to every student by sending them an individual email and copying the Administrator.

**PCL'S Updated progress report as of 3/1/23:**

PCL is waiting to be scheduled with the outsourced IT company for March 2023. We have tendered a deposit and we are waiting for a proposed project completion date from the IT company. Since the project was delayed in the winter, I am now requesting an expected completion date from the company and will also oversee this project.

The technology upgrade to Squarespace will remedy many of the process problems the organization has had in the past. Once Squarespace is upgraded members of our organization will be able to edit the website without the need for programming experience, or delays of waiting for programmers to update the website. Squarespace is user-friendly and designed as a do-it-yourself platform.

Once Squarespace is implemented, we plan to have a student services page where students can obtain information on how to access peer-to-peer tutoring, applying for disability accommodations (with timelines, forms required, data protection policies, etc), baby bar preparation program, enrolling for classes, etc.

Improving the delivery of information via Squarespace will be tremendously impactful for our organizational process improvement. This will eliminate the time spent on answering emails about the process, where the information can be easily made accessible on the website.

Given that PCL has had problems with the information to students not being readily accessible. The plan is to integrate a secured electronic form on the website in which students can apply for accommodations. Upon submitting the form, the students can expect an automated email that will have the expected timeline from which they can receive a determination.

A well-implemented technology plan will help maintain an orderly and more efficient working environment.

### **PCL'S Updated progress report as of 4/1/23:**

PCL is in the process of implementing the technology plan. The technology plan implementation is about 50% completed. The outsourced contractor has successfully migrated the emails belonging to PCL administration from the Ipower host to Gsuite. The accessibility of Gsuite products will allow the school to run more effectively. Gsuite products will be quite useful in memorializing day-to-day office procedures in google drive. Google collaborative tools will allow PCL staff to run the office seamlessly. Google forms and Google docs will be quite useful in data collection.

The remaining 50% of the technology plan is currently in progress, which includes migrating the website to Squarespace as mentioned above. The student services page which will address the procedure to obtain accommodations will be created shortly after the migration. The estimated completion time frame of migrating the website from WordPress to Squarespace is seven to ten days.

### **PCL'S Updated progress report as of 5/1/23:**

PCL's new website was launched on April 28, 2023. The website looks identical to the previous one with one major change. PCL staff members, faculty, and board members can now have access to making changes on the website. Squarespace provides software as a service (SaS) for website building and hosting. This allows users to use pre-built website templates and drag-and-drop elements to create and modify web pages. No prior experience is necessary for website development needed to create and update the website.

The goal is to create a webpage that specifically delineates the accommodations procedure, policy, and timelines. Forms will be made available on the website on its respective page and the information made available to the students.

The time expected for the update of the is about six weeks. We are creating the webpage in house, as such, it will take some time to brainstorm, design, create, test, launch and implement.

### **PCL'S Updated progress report as of 6/1/23:**

We have made significant progress in ensuring the school's adherence to regulations and privacy policies.

First, we are pleased to announce that our new website was successfully launched on April 28, 2023. This development enables PCL staff members, faculty, and board members to access and make necessary changes to the website.

To facilitate website management, we have utilized Squarespace, a software-as-a service (SaaS) platform for website building and hosting. This intuitive platform offers pre-built templates and drag-and-drop elements, making website creation and modification accessible to users without prior development experience.

We are particularly excited to introduce the student services page on our website. This page serves as a valuable resource for students seeking information on how to apply for disability



accommodations. It provides details on timelines, required forms, and data protection policies, ensuring transparency throughout the application process.

In order to streamline the accommodation application process, we have implemented a secure electronic form on the website. This form allows students to submit their accommodation requests conveniently. Upon submission, students will receive an automated email containing the expected timeline for receiving a determination on their application.

We believe these measures address your concerns regarding documentation, data security, and privacy. PCL remains committed to continually improving our procedures and ensuring compliance with applicable regulations.

#### **PCL'S Updated progress report as of 7/1/23:**

There have been no changes to the initiatives and measures outlined in the previous report. The progress reported last month remains unchanged, emphasizing our ongoing commitment to comply with regulations. Our focus continues to be on maintaining a secure and transparent environment through our new website, Squarespace platform, student services page, and secure electronic form for accommodation requests. These measures reinforce our dedication to addressing concerns regarding documentation, data security, and privacy while striving for continuous improvement.

#### **PCL'S Updated progress report as of 8/1/23:**

The policy remains intact and there have not been any further changes.

#### **PCL'S Updated progress report as of 9/1/23:**

The accommodations page on our website has been updated, as mentioned in the previous report. Students can access the policy and accommodations request form under the "Current Students" tab, where they will find the school policy, a timeline for the accommodations process, and a downloadable form. The administrator is ensuring all forms are complete before sending them to the dean for review.

PCL will send an email to students at the beginning of the school year reminding them to review the student handbook and to remind the students of the process for requesting accommodations.

#### **Updated Progress Report as of 10/1/23:**

Based on student feedback, as of October 1, 2023, PCL has determined that emailing a copy of the Student Privacy Policy to the students once per month is excessive and counter-productive, as such emails end up getting deleted and ignored based on the student's assumption that the email is a duplicate of emails they've received in the many months prior. PCL agrees with student feedback that, to receive such an email every single month throughout the entirety of one's 4 years as a student at PCL, is excessive and unnecessary. As such, PCL has updated its Student Privacy Policy to the following:

"Once per quarter and/or when changes are made, the Administrator shall distribute a reminder of this Student Privacy Policy, with its full contents, to the Registrar, Dean, Officers, members of committees, members of the Community Board, employees, faculty members, and students by automatically scheduled email or otherwise."

The Student Privacy Policy (SPP) is currently distributed via PCL's Student Information System, Populi, which has been programmed to distribute the email automatically to every student once per

quarter by sending them an individual email and copying the Administrator. Prior to September of 2023, the SPP was sent to students every month. As of October 1, 2023, the students, Registrar, Dean, Officers, members of committees, members of the Community Board, employees, faculty members will receive this email once per quarter or as changes are made.

On September 29th, 2023, the SPP was emailed to all of the above-mentioned parties informing them that the SPP will now be sent out once per quarter or as changes are made to the SPP.

## **2. Guideline 2.2(B)**

### **Bar's Inspection Report**

"To bring itself into full compliance, the school should demonstrate that its refund policies have been stated clearly and consistently in its publications. ***Subsequent to the inspection, the school published a single clear policy, and provided a copy of that policy to the State Bar.***"

### **PCL'S Progress Report**

As noted in the Inspection Report, PCL adopted a compliant policy some months ago. This new policy appears in our Tuition and Enrollment Agreement and our Student Handbook & Catalog. In late August and early September 2020, the students signed their Tuition and Enrollment Agreements, with the refund policy prominently displayed. At the beginning of every quarter and before they can enroll in classes, each student has to read and sign the Tuition and Enrollment Agreement, which they have again done for the Fall and Winter Quarters of 2021 (2021-2022 Academic Year). The Student Handbook & Catalog, with the new refund policy, is posted on our website.

PCL's Updated progress report as of 3/1/23:

PCL's revised warning remains in the refund policy, Section VIII, paragraph 9 (b) of the handbook.

#### **PCL'S Updated progress report as of 4/1/23:**

PCL's revised warning remains in the refund policy, Section VIII, paragraph 9 (b) of the handbook. PCL is working with CBE staff on the analysis of the Fall and Winter disclosures. Data to be provided to the CBE on April 5.

#### **PCL'S Updated progress report as of 5/1/23:**

PCL's revised warning remains in the refund policy, Section VIII, paragraph 9 (b) of the handbook. PCL is working with CBE staff on the analysis of the Fall and Winter disclosures. Data to be provided to the CBE.

#### **PCL'S Updated progress report as of 6/1/23:**

PCL's revised warning remains in the refund policy, Section VIII, paragraph 9 (b) of the handbook.

#### **PCL'S Updated progress report as of 7/1/23:**

PCL's revised warning remains in the refund policy, Section VIII, paragraph 9 (b) of the handbook, ensuring students are aware of the refund process.

In accordance with the State Bar guidelines, PCL will process refunds for the indicated students in late August.

We have published a clear refund policy and provided a copy to the State Bar, demonstrating our commitment to clarity and consistency. Our refund policies have been updated, and refunds will be processed as per the State Bar guidelines. We have addressed the concerns raised in the Inspection Report by publishing a clear policy and sharing it with the State Bar.

**PCL'S Updated progress report as of 8/1/23:**

PCL has conducted an audit to verify Rule 4.241 compliance for all students enrolled in the 2022-2023 academic year. Based on our examination, the following non-compliant fees have been identified and are to be refunded to the respective students:

1. **REDACTED**

- Fall 2022: REDACTED
- Spring 2023: REDACTED

Total Refund: REDACTED

Refund Issued on 8.01.23

2. **REDACTED**

- Spring 2023: REDACTED

Total Refund: REDACTED

Refund Issued on 8.01.23

3. **REDACTED**

- Winter 2022: REDACTED
- Spring 2023: REDACTED

Total Refund: REDACTED

Refund Issued on 8.01.23

4. **REDACTED**

- Spring 2023: REDACTED

Total Refund: REDACTED

Refund Issued on 8.01.23

5. **REDACTED**

- Fall 2022: REDACTED

Total Refund: REDACTED

Refund Issued on 8.01.23

6. **REDACTED**

- Winter 2022: REDACTED
- Spring 2023: REDACTED

Total Refund: REDACTED

Refund Issued on 8.01.23

For a detailed breakdown of this information, please consult **Attachment A**. Additionally, receipts and proof of refunds are enclosed in **Attachment B**.

**PCL'S Updated progress report as of 9/1/23:**

As of August 1, 2023, PCL has done a complete compliance audit of Rule 4.241 and has issued the appropriate refunds for the 2022-2023 as requested by the June 2023 CBE motion. Our previous report mentioned one student who was not issued a report. This refund was not for the 2022-2023 school year. PCL is being proactive and in preparation of its October 2023 site visit,

has begun auditing student records for the 2020-2021 and 2021-2022 school years. This additional audit will be complete by September 25, 2023. As appropriate, PCL will issue any potential refunds or fee reversals at the conclusion of this audit.

REDACTED REFUND NOT PAID ON August 1, 2023 (paid on August 8, 2023): On August 1, 2023, PCL was not aware that a refund was due to REDACTED pursuant rule 4.241 for the 2022-2023 school year as mandated by the CBE motion passed in June 2023 because REDACTED did not enroll for the 2022-2023 school year. Instead, PCL conducted a 4.241 audit of REDACTED records dating back to the 2020-2021 school year. Furthermore, his account required investigation of bank records that were not available prior to August 1, 2023. REDACTED has a history of requesting refunds for tuition fees that he has not paid; therefore, prior to August 1, 2023, PCL contacted Bank of America (BoFA) to verify all payments made by or on behalf of REDACTED. At that time, a BoFA telephone representative could not verify a payment made by REDACTED on 12/31/2021. Based on this information, a refund was not due; however, PCL, believing it received erroneous information from BoFA, requested bank records that were unavailable until August 4, 2023. After reviewing the newly available bank records on the next business day on August 7, 2023, PCL verified that REDACTED made a payment on 12/31/2021. Based on this verified information, it was determined that REDACTED was owed a refund pursuant rule 4.241 and a check was issued and mailed to REDACTED the next business day on August 8, 2023. No further funds are due to REDACTED.

To ensure future compliance with Rule 4.241, PCL will strictly enforce its existing policy of requiring a signed disclosure and adhering to all requirements of rule 4.241 before allowing students to register for an academic term and creating an invoice. In addition, PCL has adopted a policy of quarterly audits to ensure the enforcement of such policy and immediate refund or reversal of fees for any payment not in compliance with Rule 4.241.

#### **PCL'S Updated progress report as of 10/1/23:**

PCL's website and Student Handbook, which is available to students at any time via PCL's website, currently states our policies for refunds. The following is copied and pasted from PCL's current Student Handbook: 9. *Withdrawals, Cancellation and Refunds: PCL's refund policy is set out in the Agreement for Enrollment and Tuition, as follows*

*(a) At any time beginning with the start of the fall quarter covered by this agreement, the student may cancel this agreement and receive a prorata refund calculated on the basis of a 9 month "refund year," defined as the fall, winter and spring quarters (i.e. excluding summer sessions, if any). There are 11 weeks per quarter (ten weeks plus finals week), three quarters per academic year, and thus 33 weeks per academic year. That is 77 days per quarter, 231 days per academic year. Thus, for example, if a student has paid all amounts for the academic year and cancels this agreement on the 60th day of the fall quarter, there would be 191 days left in the refund year. Thus, the refund will be 171/231 of the amount the student has paid (the student paid all amounts for a full year). But the application fee is not refundable.*

*(b) Also, with the written permission of PCL signed by an officer or the Registrar or the Administrator, a student may withdraw from less than all the student's courses and receive a prorata refund calculated using the same formula as in the preceding paragraph, but modified. The modification is to account for the fact that the student is*

*withdrawing from less than all courses. For example, suppose (a) a student has paid all amounts for a full quarter (11-weeks, 77 days); (b) the student has enrolled for three courses for the quarter, (c) the student withdraws, from one course only, on the 37th day of the quarter (with 40 days left); then (d) the refund of the charges for the quarter would be 40/77 divided by 3. But the application fee is not refundable.*

*(A rare exception would be if the student has 270 classroom hours in the academic year in the courses the student did not withdraw from, which is nearly always impossible at PCL because of the limited number of courses and hours PCL offers each year).*

*(c) All cancellations, withdrawals and rests for refunds must be stated in writing, must be signed by the student, and must be delivered to the PCL Administrator, Registrar or Dean, whose signature must appear on the cancellation, withdrawal or request, indicating that it has been delivered.*

*(d) No refunds are allowed except those described in the three paragraphs immediately above. Refunds will be paid within 30 days after cancellation.*

As of October 1, 2023, the Student Handbook (available on the website) reflects that all students shall be provided with the most current disclosure statement every quarter. If a student pays tuition prior to signing the disclosure statement, the student may be entitled to a refund of their tuition payment for that quarter.

In compliance with Rule 4.24, all of the current students enrolled in classes for the 2023-2024 school year have signed the disclosure statement. Checks and balances have been put into place at PCL requiring students to sign the disclosure statement, currently via DocuSign, prior to being able to enroll in classes. The current practice is, the Administrator receives a copy of the signed disclosure, at which point the Administrator officially enrolls the student in their appropriate student course and grants the student access to their current course schedule. The Administrator will not accept tuition payment for that current quarter unless the Administrator has received a signed disclosure statement.

### **3. Guideline 2.3(B) Bar's Inspection Report**

**"To bring itself into full compliance, the school should remove from the Catalog any electives not offered in the past three years or not expected to be offered in the next two years, and inform students in the Catalog that electives are not are taught each year, but are offered from time to time based on student interest and instructor availability. *Subsequent to the inspection, the school updated the course list, deleting two courses that did not meet these criteria, and added the language regarding frequency.***

### **PCL'S Progress Report**

As noted in the Inspection Report, some months ago PCL came into compliance by deleting from the Student Handbook & Catalog the courses required to be deleted. Also, this past summer (2020) we had two elective courses, clinical courses on Criminal Defense and Eviction Defense. It was the second year in which the clinical course on Criminal Defense was given, the first year for Eviction

Defense.

PCL's updated progress report as of 3/1/23:

PCL has remained in compliance with item #3.

**PCL'S Updated progress report as of 4/1/23:**

The policy remains intact and there have not been any further changes. **PCL'S**

**Updated progress report as of 5/1/23:**

The policy remains intact and there have not been any further changes. **PCL'S**

**Updated progress report as of 6/1/23:**

The policy remains intact and there have not been any further changes. **PCL'S**

**Updated progress report as of 7/1/23:**

The policy remains intact and there have not been any further changes. **PCL'S**

**Updated progress report as of 8/1/23:**

The policy remains intact and there have not been any further changes.

**PCL'S Updated progress report as of 9/1/23:**

As explained in the previous reports PCL came into compliance by deleting from the Student Handbook & Catalog the courses required to be deleted.

**Updated progress report as of 10/1/23:**

The Student Handbook & Catalog, which is also posted on our website, currently lists only classes that are currently being offered at PCL and/or which have been offered within the past 3 years or will be offered within the next 2 years.

#### **4. Guideline 2.3(D)**

##### **Bar's Inspection Report**

"To bring itself into full compliance, the school should demonstrate that the disclosure statements required by Guideline 2.3(D)(1)-(3), Business and Professions Code section 6061.7, and Rule 4.241 have been implemented accurately, completely, consistently, and as mandated. ***These disclosures have been corrected and implemented.***"

##### **PCL'S Progress Report**

As noted in the Inspection Report, some months ago PCL came into compliance by correcting, revising and implementing the disclosures. Since then, the required disclosures were made in the Tuition and Enrollment Agreements signed by each student at the start of the Fall and Winter quarter. The Rule 2.3(D) disclosure has been updated to reflect the change in the principal method of instruction, a change caused by COVID-19, from physical classroom instruction to online interactive instruction. On October 18, 2020, well before the deadline in Rule 4.241, our prior Dean

Ira Spiro signed and sent to the State Bar the certification of compliance required by the rule. In connection with preparation of the Annual Compliance Report, the Business and Professions Code section 6061.7 disclosure is being updated.

PCL's updated progress report as of 3/1/23

In addition to the above efforts, Jostle, a technology tool is also being utilized to memorialize school operations and procedures, important deadlines, and important events.

### **PCL's updated progress report as of 4/1/23**

A report is being prepared with the requested information by the CBE and will be received no later than April 5.

### **PCL's updated progress report as of 5/1/23**

PCL submitted the report on April 5 and is now working on the follow-up questions requested by the State Bar, which will be submitted via email.

### **PCL's updated progress report as of 6/1/23**

PCL submitted the report on April 5 and is now working on the follow-up questions requested by the State Bar, in May which will be submitted via email.

### **PCL's updated progress report as of 7/1/23**

PCL has diligently addressed the need for accurate implementation of disclosure statements as mandated by Guideline 2.3(D)(1)-(3), Business and Professions Code section 6061.7, and Rule 4.241. We have taken necessary corrective measures to ensure the accurate and complete implementation of these disclosures.

Regarding the refund process, we have identified certain students who will be eligible for refunds. These students include those for whom their disclosures couldn't be located in our records, as well as those who made payments before receiving the disclosures.

We understand the importance of providing timely refunds to these eligible students and are committed to processing them in a prompt manner. As such, refunds will be issued to these students in mid to late August.

### **PCL'S Updated progress report as of 8/1/23:**

PCL has proactively ensured the accurate and complete implementation of disclosure statements as required by Guideline 2.3(D)(1)-(3), Business and Professions Code section 6061.7, and Rule 4.241. We have taken necessary corrective actions to guarantee their precise implementation.

Regarding the refund process, we have identified eligible students and issued the refunds to them.

### **PCL'S Updated progress report as of 9/1/23:**

Disclosures on the website and the handbook are up to date. As previously stated, they have been updated with the most current information. Furthermore, PCL no longer rely on volunteers for website updates and the Administration now manages and maintains our website. Furthermore, the Administration has calendared quarterly reviews of the website to ensure compliance.D

## **PCL'S Updated progress report as of 10/1/23:**

As of September 29, 2023, all of the current students enrolled in classes for the 2023-2024 school year have received the current disclosure statement and have signed the disclosure statement. The students signed the statement via DocuSign, prior to being able to enroll in classes. Upon receipt of the signed disclosure, the Administrator officially enrolled the student in their appropriate student course and granted the students access to their current course schedule.

As of September 29, 2023, PCL's website currently displays the Notice of Probation, January 2023 Annual Disclosure by Unaccredited Law Schools, and the Disclosure Required by Rule 4.241 For Unaccredited Law Schools.

Upon Interim Dean Lobos' review, PCL is no longer using Jostle but is in the practice of using Google Calendar, Gmail, and the digital recording of Zoom meetings in order to memorialize meetings and other law school operations.

## **5. Guidelines 2.9(A)-(B) and 5.24**

### **Bar's Inspection Report**

"To bring itself into full compliance, the school should demonstrate that the Catalog and other publications set forth the school's academic standards and student assessment policies accurately, clearly, consistently, and as mandated. ***Subsequent to the inspection, the school provided evidence of the updates as required.***"

### **PCL'S Progress Report**

As noted in the Inspection Report, some months ago PCL came into compliance by revising these policies as required. One of the changes in our policies has to do with student privacy. Specifically, our Student Handbook & Catalog now prohibits students from participating in proceedings involving possible academic disqualification of other students without consent of the student in jeopardy of disqualification. Likewise, it prohibits students from participating in academic grievance proceedings without the consent of the student who made the grievance.

PCL's Updated progress report as of 3/1/23:

The policy changes remain in effect and are being followed.

### **PCL'S Updated progress report as of 4/1/23:**

The policy revisions remain in effect. There is no change to report. **PCL'S**

### **Updated progress report as of 5/1/23:**

The policy revisions remain in effect. There is no change to the report. **PCL'S**

### **Updated progress report as of 6/1/23:**

The policy revisions remain in effect. There is no change to the report. **PCL'S**

### **Updated progress report as of 7/1/23:**



The policy revisions remain in effect. There is no change to the report.

**PCL'S Updated progress report as of 8/1/23:**

The policy revisions remain in effect. There is no change to the report.

**PCL'S Updated progress report as of 9/1/23:**

PCL has updated its website and publications and continues to make updates to its catalog and website.

**PCL'S Updated progress report as of 10/1/23:**

The Interim Dean's review of the Student Handbook has determined that the current PCL Student Handbook and Website reflect accurately and clearly the academic standards and student assessment policies. Policies are clearly stated regarding grading standards, grading anonymity, written exam standards, student absence from an exam, the basis of grades, dates by which Faculty must submit grades, withdrawal from courses, plagiarism, student inspection of exams, and students showing inadequate academic progress. The Handbook also lists all subjects currently tested on the California Bar Exam.

**6. Guideline 2.9(C) Bar's Inspection Report**

"To bring itself into full compliance, the school should adopt, publish, and implement a policy, including oversight provisions, to ensure that students are provided with written statements of the components of course grades. ***Subsequent to the inspection, the school adopted a compliant policy and provided the State Bar with a copy of that policy.***"

**PCL'S Progress Report**

As noted in the Inspection Report, some months ago PCL came into compliance by revising the policies as required. The Dean has reviewed the syllabi that have been entered into Populi, our electronic information system, and finds that all but three professors have included, in their syllabi, written statements of the components of course grades, but two of those are pass-fail courses.

Attachment 1 to this report is examples of the statements of the components of course grades, contained in faculty members' syllabi.

PCL's Updated progress report as of 3/1/23:

The Dean continues to work with an active FCC (Faculty Curriculum Committee). The meetings are scheduled monthly as an oversight measure for continuous curriculum improvement.

Additionally, this year PCL is integrating curriculum alignment faculty meetings with the 1L faculty. The purpose of the meeting was to support the first-year exam preparation efforts taking place on Saturday, with our resource coordinator, and the academic preparation in the classroom. In the meeting held on February 24, 2023, academic pacing plans were discussed, as instructional methodologies and feedback support.

**PCL'S Updated progress report as of 4/1/23:**

Students are provided with written statements of components of those grades. Those statements can be found in the student handbook. The student handbook is accessible online 24 hours a day. The written statements of the components of course grades are also found in the course syllabus.

**PCL'S Updated progress report as of 5/1/23:**

The policy and procedure remains the same. There has been no change. **PCL'S**

**Updated progress report as of 6/1/23:**

The policy and procedure remains the same. There has been no change. **PCL'S**

**Updated progress report as of 7/1/23:**

The policy and procedure remains the same. There has been no change. **PCL'S**

**Updated progress report as of 8/1/23:**

The policy and procedure remains the same. There has been no change.

**PCL'S Updated progress report as of 9/1/23:**

As explained in previous reports students are provided with written statements of components of those grades. Those statements can be found in the student handbook. The student handbook is accessible online 24 hours a day. The written statements of the components of course grades are also found in the course syllabus.

**Updated progress report as of 10/1/23:**

Per our most recent review, we have verified that PCL's current practice requires that each course instructor is required to provide PCL with a course syllabus prior to the beginning of the first class of the quarter. PCL has set out a standard for the syllabus which requires that the course's grading components be clearly stated on the syllabus. Each syllabus is required to be turned into the Administrator prior to the first instructed class of the course. The Administrator then reviews the syllabus and verifies that the grading components are clearly stated. The Administrator specifically checks to make sure that the grade is based on academic merit and not in large part on class participation. Class participation is not to exceed 3% of a student's grade. In situations in which the Administrator has not provided such a syllabus, a syllabus is created by the Dean and provided to the students by the Administrator. Once the syllabus has been distributed, the instructor is not allowed to amend the syllabus.

Per PCL's review of this policy, it is clear that this policy is working well. Of the 9 current classes offered during the Fall Quarter of 2023, 8 of the 9 faculty members complied with the policy in a timely manner. One Instructor had technical issues and was unable to provide PCL with the syllabus prior to the beginning of the instruction of his first class. The Dean and Administrator were able to correct the technical difficulty and the students were provided with a syllabus prior to the end of instruction of the first class of the quarter. It is clear that PCL's policy of employing an Administrator who is on-location and always available to the students and faculty during class hours is an effective and necessary policy.

The Student Handbook and Website provide very clear academic standards regarding student grading and assessment.

## 7. Guideline 2.9(D) Bar's Inspection Report

"To bring itself into full compliance, the school should adopt, publish, and implement a policy on authentication of student work, and discontinue its current practice of allowing students to take in-class exams using devices that are not protected by exam-security software. ***Subsequent to the inspection, the school advised that it is actively evaluating options to implement secure testing.***"

### PCL'S Progress Report

During the Fall Quarter of 2020, PCL adopted the following policy and procedures on authentication of student work:

#### **POLICY/PROCEDURES TO AUTHENTICATE STUDENT WORK**

**A. Exams:** All exams must be given using Microsoft Teams. If the exam is given remotely, the monitoring function of Teams must be used. If the exam is given in the classroom, the instructor or a non-student substituting for the instructor must be present during the entire exam to monitor the students. Students who handwrite exam answers must have all their electronic devices turned off. Students who answer the exams by Teams on a computer must have all their other electronic devices turned off. If the exam is given remotely, all students must have their video activated during the entire exam, but exceptions are allowed for student who encounter technical problems that result in the student not being able to have their video activated.

(The Faculty-Curriculum Committee notes that exams are given with Microsoft Teams. Teams requires students to register for each exam. The students' exam answers are sent to the Microsoft Teams account and only accessible through Teams. When taking the exams, the students' computer screens are locked upon being opened by the student, and thus the students cannot access other materials while the test is being taken. While taking the exam, the student is observed by the exam proctor through the webcam. The students' exam answers are submitted to the proctor through the students' Microsoft Teams account.)

**B. Remote Class Participation:** In all classes given remotely every student should have their video activated during the entire class, unless the student has hardware or software issues related to their computer or internet service provider or an extraordinary circumstance.

(The Faculty-Curriculum Committee notes that online classes are given via Zoom only. The students attend class via Zoom. The students' names are shown during the class. The students are on camera during the class. Students speak during the classes, and their voices also identify them.)

#### **PCL's Updated progress report as of 3/1/23:**

The Dean continues to work with an active FCC (Faculty Curriculum Committee). The meetings are scheduled on a monthly basis as an oversight measure for continuous curriculum improvement.

Additionally, this year PCL is integrating curriculum alignment faculty meetings with the 1L faculty. The purpose of the meeting was to support the first-year exam preparation efforts taking place on Saturday, with our resource coordinator, and the academic preparation in the classroom. In the meeting held on February 24, 2023, academic pacing plans were discussed, as instructional methodologies and feedback support.

### **PCL'S Updated progress report as of 4/1/23:**

PCL continues its contract with Test Invite to provide testing services. Test Invite provides a platform in which students can take their exams in which exam integrity will be in place. PCL continues to use Test Invite's consulting services. Test Invite takes an exam from PCL and individually programs each exam into their system. When the students take the exam utilizing the Test Invite system there are several features that provide for exam security for instance notification to the test proctor that another screen has been utilized, in which case the exam is immediately terminated. PCL also pays for live proctoring services in which a member of the PCL team can proctor live exams and catch any glitches or discrepancies. Students are only allowed to take exams utilizing the Test Invite software.

### **PCI's Updated Progress Report as of 5/1/23:**

PCL continues to utilize the same policy and procedure. Test Invite is a software product that is reasonably priced compared to the Exam Soft software that larger law school utilize that have a larger student body. PCL received feedback from students that were content with the Test Invite software because it was easy to navigate. This feedback is parallel with the research found on the Test Invite software before PCL contracted with the software company.

### **PCI's Updated Progress Report as of 6/1/23:**

We would like to provide an updated clarification regarding the examination monitoring and safeguarding tools we employ. We utilize Testinvite, an advanced testing platform, to enhance exam integrity and monitor student performance.

Testinvite offers robust anti-cheating mechanisms that effectively safeguard the integrity of our exams. Through its comprehensive features, such as randomized question orders, time restrictions, and question banks, Testinvite helps ensure a fair and secure testing environment. It detects and prevents cheating attempts through various means, including monitoring browser activities, disabling external applications, and preventing copying and pasting during the test.

The platform aids exam monitoring by providing real-time proctoring capabilities, allowing authorized staff to monitor students remotely during their exams. This feature helps ensure adherence to academic honesty standards while maintaining the convenience and flexibility of online testing. Additionally, Testinvite provides comprehensive reporting and analysis tools, allowing us to review test results, detect anomalies, and identify potential irregularities for further investigation.

We appreciate the advanced features and safeguards offered by Testinvite, which have significantly bolstered our ability to maintain exam integrity and ensure fair evaluations. Moving forward, we will continue to leverage this powerful tool to provide a secure and reliable testing environment for our students.

### **PCI's Updated Progress Report as of 7/1/23:**

We want to reiterate that we continue to utilize Testinvite, an advanced testing platform, to enhance exam integrity and monitor student performance. Testinvite offers robust anti-cheating mechanisms, including randomized question orders, time restrictions, and question banks, ensuring a fair and secure testing environment. It actively detects and prevents cheating attempts through various means, such as monitoring browser activities and disabling external applications.

The platform also enables real-time proctoring, allowing authorized staff to remotely monitor students during exams, promoting academic honesty while maintaining the flexibility of online testing. Testinville provides comprehensive reporting and analysis tools, aiding in reviewing test results, identifying anomalies, and investigating potential irregularities.

We remain appreciative of the advanced features and safeguards provided by Testinville, which greatly contribute to maintaining exam integrity and ensuring fair evaluations. Our commitment to utilizing this powerful tool for a secure and reliable testing environment continues.

#### **PCL'S Updated progress report as of 8/1/23:**

The policy and procedure remains the same. There has been no change.

#### **PCL'S Updated progress report as of 9/1/23:**

PCL retains the same policy and no change has been made. PCL continues to use Test Invite to protect its test integrity. Additionally, when PCL returns on campus for in person instruction there will be a proctor present during the testing session. This will be in addition to the use of Test Invite. Further, PCL is exploring the option of transitioning its exam software to Examsoft in the future.

#### **PCL'S Updated progress report as of 10/1/23:**

The State Bar has requested that, in order for PCL to bring itself into full compliance, the school should adopt, publish, and implement a policy on authentication of student work, and discontinue its current practice of allowing students to take in-class exams using devices that are not protected by exam-security software.

PCL has not yet administered any exams during the Fall Quarter of 2023. The first in-person exam since the Fall Quarter started is scheduled to take place on October 10, 2023, at which time TestInvite will continue to be utilized in order to provide the CBE's requested additional layer of exam-security.

### **8. Guidelines 2.10 and 5.17**

#### **Bar's Inspection Report**

"To bring itself into full compliance, the school should review, revise, and republish its grade review policy to meet guideline requirements. ***Subsequent to the inspection, the school adopted a compliant policy and provided the State Bar with a copy of that policy.***"

#### **PCL'S Progress Report**

We have begun implementing our new administrative grade review policy. Our committee in charge of it, the Faculty-Curriculum Committee, has met to formulate plans for the first implementation.

Registrar/Administrator has adjusted our Student Information System to hold the grades for administrative review before the grades are issued to students and entered in their transcripts.

#### **PCL's Updated progress report as of 3/1/23:**

PCL continues to utilize the grade review policy in the student handbook. With the transfer of

the website to Squarespace, the grade view process for students will be easily accessible under the student section of the website.

The technology plan includes a section for students to find readily available information such as the grade review policies, forms for such procedures, timelines that include automated confirmation of submission.

#### **PCL'S Updated progress report as of 4/1/23:**

The technology plan is in the implementation stage with the outsourced contractor. Within the next seven to ten days the website will be migrated to Squarespace. Subsequently, a student services page that includes the procedure for grade review will be developed to help navigate the process more clearly.

#### **PCL'S Updated progress report as of 5/1/23:**

The answer to this question is similar as in question one. PCL's new website was launched on April 28, 2023. PCL staff members, faculty, and board members can now have access to making changes on the website. This allows users to use pre-built website templates and drag-and-drop elements to create and modify web pages. No prior experience is necessary for website development needed to create and update the website.

The goal is to create a webpage that specifically delineates the grade review procedure, policy, and timelines. Forms will be made available on the website on its respective page and the information made available to the students.

The time expected for the update of the website is about six weeks. We are creating the webpage in house, as such, it will take some time to brainstorm, design, create, test, launch and implement.

#### **PCL'S Updated progress report as of 6/1/23:**

PCL's new website was launched on April 28, 2023. PCL staff members, faculty, and board members can now have access to making changes on the website. This allows users to use pre-built website templates and drag-and-drop elements to create and modify web pages. No prior experience is necessary for website development needed to create and update the website.

We have now successfully created a webpage that specifically delineates the grade review procedure, policy, and timelines. Forms are now available on the website on its respective page and the information made available to the students.

#### **PCL'S Updated progress report as of 7/1/23:**

We want to assure you that the website update, as mentioned in the previous report, remains in effect. PCL has created a dedicated webpage specifically for the grade review process. This page serves as a centralized resource for students, providing all necessary information and access to the required forms.

We recognize the significance of offering clear and comprehensive information to our students. Hence, we are committed to maintaining up-to-date documentation of the grade review process, ensuring that the policy and relevant forms are readily available for their convenience.

#### **PCL'S Updated progress report as of 8/1/23:**

The policy and procedure remains the same. There has been no change.

### **PCL'S Updated progress report as of 9/1/23:**

The law school continues to document the grade review policy and has placed the form on the PCL website in order to make it easily accessible to all students.

Additionally, PCL has updated its website to include a specific tab under Current Students with a drop-down menu dedicated to the grade review process. This page provides students with all necessary information regarding the process, as well as access to the required forms.

This is the link that explains the grade review process. The students have access to this link 24 hours a day on the website. <https://www.peoplescollegeoflaw.edu/gradereview>

### **PCL'S Updated progress report as of 10/1/23:**

Per our most recent review of the website, the current policy regarding a student's request for grade review continues to be displayed as follows:

*Any student who is dissatisfied with any decision by PCL administration or faculty affecting the student's enrollment, status as a student in good standing or grade, or who is dissatisfied with the conduct, performance, or teaching methods of any instructor, may submit a written grievance. The grievance can dispute a grade based on the student's belief that the examination or course grade resulted from unfairness, a departure from established grading policy, or a clearly shown mistake, or some other legitimate reason. The student should present credible evidence in support of a grade dispute if such evidence is reasonably available. The student shall state in the grievance whether or not the student consents to allow other students to participate in the functions of the FCC and other committees and bodies in connection with the grievance. Those functions are described below.*

*Step 1: If the grievance involves an instructor, the complaint should first be submitted to that instructor, who must have an individual discussion with the student or, if brought by a group of students, with the group, in a good faith effort to resolve the matter.*

*Step 2: If unresolved in Step 1, the student must submit the grievance to the FCC, or if the grievance does not involve an Instructor, to the Dean or the Chair of the Community Board. The FCC, the Dean, or the Chair, as the case may be, must engage in a good-faith effort to resolve the matter.*

*Step 3: If unresolved in Step 2, the FCC, the Dean, or the Chair, as the case may be, must submit the matter to the Community Board for final resolution. The Community Board may delegate this function to the Executive Committee. The Board and the Executive Committee may receive recommendations for this function from the Executive Committee, the FCC, the Dean, and others.*

*No student (including student members of the FCC, the Community Board, and the Executive Committee) shall participate in any of the functions, stated in this section, of the FCC, the instructor, the substitute, the Community Board, the Executive Committee, or any other committee or body unless, before participation by any student, the student who submitted the grievance consents in writing to participation by students in those functions. In addition, all persons, including students, who participate in those functions must have had one academic year of experience (at least nine months) in teaching or grading examinations in postsecondary education.*

Complete the form below and send to [administrator@peoplescollegeoflaw.edu](mailto:administrator@peoplescollegeoflaw.edu).

The following form is available for download and submission

**PEOPLES COLLEGE OF LAW  
PETITION FOR GRADE REVIEW**

Please see the appropriate sections of the Peoples College of Law (PCL) *Student Handbook & Catalog* for full instructions for this process. You may also contact the Dean, Administrator, or Faculty and Curriculum Committee (FCC) for assistance.

Student Name: \_\_\_\_\_ Student ID: \_\_\_\_\_

Quarter and Year: \_\_\_\_\_ Date Form Signed: \_\_\_\_\_

Course Subject: \_\_\_\_\_ Instructor's Name: \_\_\_\_\_

I have received a grade in a class that places me in Disqualifying Circumstances and on Academic Probation, or received a grade with which I am dissatisfied and want to contest. I respectfully request that the FCC and other PCL authorities consider my petition for the following (check all that apply):

- I want : ☐ To be granted an exception from disqualification and opportunity to amend my grade (I had special circumstances).  
☐ To be granted an exception from disqualification and opportunity to make up attendance (I had special circumstances).  
☐ To challenge the grounds for an assigned grade (I have a reasonable belief that I was graded unfairly).

If you are claiming special circumstance, please describe them here. You may attach additional pages and supporting documents.

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☐ I am including (# \_\_\_\_\_ of ) attachments.

If you are challenging a grade, please provide your rationale here. You may attach additional pages and supporting documents.

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☐ I am including (# \_\_\_\_\_ of ) attachments.

I submit this petition in good faith and attest that the foregoing is true. Student Signature: \_\_\_\_\_

By default student members of the FCC and other PCL positions are **not** permitted to be part of the petition review process for privacy reasons. You may submit a separate, signed statement if you wish to waive your rights to privacy in this regard.

**PCL Administration Only**

☐ Approved ☐ Denied

Date Received: \_\_\_\_\_ Date Final Disposition: \_\_\_\_\_

Notes: \_\_\_\_\_

Reviewed by: ☐ Dean ☐ Administrator ☐ FCC ☐ Community Board ☐ Other



## **9. Guidelines 2.11, 7.1, and 9.1**

### **Bar's Inspection Report**

“To bring itself into full compliance, the school should adopt policies and procedures that are adequate to protect the school's digital records. **Subsequent to the inspection, the school purchased Populi, a commercially available package designed for schools containing the safeguards identified in this report.** Populi is the main database the school is currently using.

### **PCL'S Progress Report**

Our Registrar/Administrator has largely completed the very substantial job of entering the digital records into Populi.

#### **PCL's Updated progress report as of 3/1//23:**

PCL continues to utilize the above-listed security measures.

#### **PCL'S Updated progress report as of 4/1/23:**

PCL continues to utilize the above-listed student information system, Populi. As such, Populi has built-in features that are adequate to protect the school's digital records.

#### **PCL'S Updated progress report as of 5/1/23:**

PCL continues to utilize the above-listed student information system, Populi. As such, Populi has built-in features that are adequate to protect the school's digital records.

#### **PCL'S Updated progress report as of 6/1/23:**

PCL continues to utilize the above-listed student information system, Populi. As such, Populi has built-in features that are adequate to protect the school's digital records.

#### **PCL'S Updated progress report as of 7/1/23:**

PCL continues to utilize the above-listed student information system, Populi. As such, Populi has built-in features that are adequate to protect the school's digital records.

#### **PCL'S Updated progress report as of 8/1/23:**

The policy and procedure remains the same. There has been no change.

#### **PCL'S Updated progress report as of 9/1/23:**

PCL continues to utilize the above-listed student information system, Populi. As such, Populi has built-in features that are adequate to protect the school's digital records.

#### **PCL'S Updated progress report as of 10/1/23:**

PCL is continuing the extensive process of digitizing paper student files and uploading all available materials to form permanent and easily accessible records. We will do this utilizing hard drives and the Populi system to keep records secure.

PCL continues to utilize Populi as its platform to protect its digital student records. The school uses Populi to generate transcripts, keep class records, and record grades as well as the system used to generate automatic privacy notices on a quarterly basis. The system also keeps track of financial information per student. Additionally, the student can use the platform both to access assignments/notices from the instructor and consult the syllabus page. The system is easy to use and efficient. It is also convenient by which an Instructor may communicate with their students and an automatic record is created of such communications.

Included below is an example (Identifying information redacted) of a student transcript that is currently being stored and accessed via Populi. This transcript can be accessed by the student or school administration at any time. The image has been included here as an example of Populi's capabilities and ease of use. The student and school administration can easily see the student's class schedule, grades, professors, etc. it has proven to be an effective, invaluable, and highly-preferred tool by the PCL student body, administration, and faculty.

The screenshot displays the Populi web interface for Peoples College of Law. The top navigation bar includes links for Home, My Profile, My Courses, Contacts, Academics, Campus Life, Communications, Advising, and Admissions. The user is logged in as 'Max Sosna-Spear: Transcript'.

The main content area shows the student's profile with a redacted name and 'Juris Doctor: 2L' degree. The 'Student' tab is selected, showing options for Activity Feed, Bulletin Board, Info, Student, Campus Life, Admissions, and Financial. Below this, there are links for Export Grade Report, Export Schedule, and Print Enrollment Verification. The 'Transcript' section is active, showing a 'Transcript Actions' dropdown.

The transcript is divided into three sections: Cumulative, 2022-2023: Spring Quarter, and 2022-2023: Winter Quarter. Each section contains a table of academic performance.

Cumulative						
Attempted Credits	Earned Credits	Attempted Clinical Hours	Earned Clinical Hours	Points	Cumulative GPA	
33.00	33.00	0.00	0.00	120.90	3.66	

2022-2023: Spring Quarter							
Course	Name	Atmp. Credits	Em. Credits	Atmp. Cl. Hrs.	Em. Cl. Hrs.	Grade	Points
CONT III	Contracts III*	3.00	3.00	0.00	0.00	A+	12.90
CRIM L II	Criminal Law II*	3.00	3.00	0.00	0.00	A+	12.90
LEGAL WRTG III	Legal Writing III	3.00	3.00	0.00	0.00	B-	8.10
TORT III	Torts III*	3.00	3.00	0.00	0.00	B-	8.10
Totals		12.00	12.00	0.00	0.00		
				Term GPA 3.50		Cumulative GPA 3.66	

2022-2023: Winter Quarter							
Course	Name	Atmp. Credits	Em. Credits	Atmp. Cl. Hrs.	Em. Cl. Hrs.	Grade	Points
CONT II	Contracts II*	3.00	3.00	0.00	0.00	B+	9.90
CRIM L I	Criminal Law I*	3.00	3.00	0.00	0.00	A+	12.90
LEGAL WRTG II	Legal Writing II	3.00	3.00	0.00	0.00	A	12.00
TORT II	Torts II*	3.00	3.00	0.00	0.00	A-	11.10
Totals		12.00	12.00	0.00	0.00		
				Term GPA 3.83		Cumulative GPA 3.76	

2022-2023: Fall Quarter							
Course	Name	Atmp. Credits	Em. Credits	Atmp. Cl. Hrs.	Em. Cl. Hrs.	Grade	Points

The right sidebar contains 'Student Information' (Student ID, Advisor, Proctoring, Student Type), 'Courses' (a list of courses with grades), and 'Programs' (Juris Doctor - 2L, Start Date, Prev. Ed. Level, Entrance Term, Enrollment Status).

## 10. Guideline 3.1

### Bar's Inspection Report

“To bring itself into full compliance, PCL should demonstrate that it has sufficient administrative capacity to achieve and sustain compliance with the CBE’s standards, including written job descriptions for the dean and registrar, and adequate oversight provisions. ***Subsequent to the inspection, the school hired a paid full-time administrator, and secured significant volunteer assistance from the dean, the Board, and alumni. The school will monitor the adequacy of its administrative capacity. The school also created compliant job descriptions for both the dean and the registrar.***”

## **PCL’S Progress Report**

Our Registrar/Administrator continues working full-time. During this Fall and Winter quarters, others have greatly contributed to the school’s administrative work. Following are some examples. Our current President, who was previously the Board Treasurer, pitched in when our Administrator had a medical emergency and had to take sick days until she was able to return to work. Our current Dean has also pitched in to assist when we were short-handed. Our current President, when he was the Treasurer also organized faculty, alumni and together with our Registrar, conducted our student orientation and our fall faculty meeting at the start of the 2021-2022 Academic Year in late August 2021. It should be noted that People’s College of Law is a nonprofit corporation. This type of corporation has members rather than shareholders, and PCL’s members are students, faculty, alumni and former board members and officers. Our Development and Fundraising Committee, whose members are alumni, has weekly meetings with our professional fundraiser, and has begun planning an online fundraising event, which will be termed "PCL Alumni Reunion" We hope to attract alumnae by showcasing pictures of their graduating class and furthering our school's mission to get licensed attorneys who are social justice advocates into the communities that need them the most.

PCL’s Updated progress report as of 3/1/23:

PCL continues to search for a permanent administrator/registrar. Currently, the position is being filled by John Duane, our resource coordinator. We have listed the position in [higheredjobs.com](https://www.higheredjobs.com) and the Idealist.

### **PCL’S Updated progress report as of 4/1/23:**

The administrator/registrar position continues to be filled by John Duane, the interim administrator. The open position has also been listed on Zip recruiter since the last report.

### **PCL’s Updated progress report as of 5/1/23:**

PCL has hired a new administrator, Roger Aramayo. Roger is a Southwestern Law School graduate with significant management experience. PCL has currently two paid staff members, the Dean and the administrator and one student resource coordinator, John Duane.

PCL has approved an offer for the sale of its building and will be entering into a 60 day escrow. Proceeds from the sale will be reinvested back into the school to hire a full-time faculty member, additional staff members to fill areas of development, admissions and recruitment.

### **PCL’s Updated progress report as of 6/1/23:**

We have devised a timeline to hire additional full-time staff members, with a targeted completion date of August 15th. The timeline is as follows:

#### **1. June 1-15: Job Posting and Recruitment**

- Develop job descriptions for the development and admissions/registration positions.

- Advertise the job openings on relevant platforms and networks.
- Conduct initial screening of applications and shortlist candidates.

2. June 16-30: Interviews and Selection

- Conduct interviews with shortlisted candidates for both positions.
- Evaluate candidates based on their qualifications, experience, and alignment with our school's mission and values.

- Select the most suitable candidates for each role.

3. July 1-31: Onboarding and Training

- Extend formal job offers to the selected candidates.

- Coordinate the onboarding process, including completing necessary paperwork and background checks.

- Develop an orientation and training program for the new hires.
- Introduce the new staff members to relevant team members and familiarize them with their respective roles and responsibilities.

4. August 1-15: Finalization and Start Date

- Finalize employment contracts and other administrative procedures.
- Ensure the new hires are fully integrated into their respective departments.
- Provide any additional training and resources required for their success.
- August 15th will serve as the start date for the two full-time staff members, officially marking the completion of the hiring process.

By adhering to this timeline, we are confident in our ability to attract and hire qualified professionals who will contribute significantly to our school's development and admissions/registration processes. We will ensure a thorough and efficient hiring process to expedite the expansion of our staff and optimize the support provided to our students and stakeholders.

#### **PCL's Updated progress report as of 7/1/23:**

Following this timeline, as discussed in the attached addendum entitled, "Outstandings July" PCL continues to build capacity. PCL listed the job openings on craigslist and is now accepting applications. The job descriptions are attached.

PCL officially entered into escrow on 6/28/23 for the sale of its building on 660 Bonnie Brae Avenue. This will be a 45 day escrow in which it will enter into a 1031 exchange. As such, another property has been identified at 3842 W Slauson Ave, Windsor Hills, CA 90043. PCL submitted an offer for this building and is awaiting acceptance of the offer. The sale will leave PCL with an excess of \$1.75M to build out infrastructure and build capacity.

#### **PCL'S Updated progress report as of 8/1/23:**

We have promptly responded to the bar's request and have already initiated the interviewing process for the additional staff positions. This proactive approach will ensure a smooth transition and enable the team to be fully operational by the specified date.

#### **PCL'S Updated progress report as of 9/1/23:**

PCL continues to have two full-time staff members and two contractors who work in development and student bar prep respectively. Job descriptions for the two full time positions are attached.

At present, our faculty is composed of volunteers. For the upcoming academic school year PCL

has hired nine licensed attorneys to teach the necessary classes. The overwhelming support for PCL has allowed us to fill faculty positions for the upcoming fall semester with volunteers. Moreover, we have staffed most of the classes for the winter and spring.

#### **PCL's Updated progress report as of 10/1/23:**

The State Bar has requested that PCL should demonstrate that it has sufficient administrative capacity to achieve and sustain compliance with the CBE's standards.

PCL has recently undergone a change as Dean Pomposo has taken an unexpected leave of absence. PCL's Board Members quickly appointed a formal Search Committee to search for Dean applicants. As a result of the Board's swift action, an Interim Dean was quickly vetted and hired. Dean Ana Maria Lobos has a J.D. degree and is a licensed California Attorney with a background in management and education. As a result of her expeditious hiring, the Interim Dean has been able to compile the electronic documents requested by the State Bar, has produced the October 1st State Bar Progress Report, has ensured that all changes requested by the State Bar and previously reported to the State Bar are in fact in practice at PCL, and has conducted an FCC meeting in which pertinent academic issues were resolved.

Administrator Roger Aramayo continues to be a vital part of the school's administration. He is present at the PCL facility during all class times. Students utilize Administrator Aramayo to access their transcripts, class schedules, syllabi, and for other services as required for their academic endeavors. Administrator Aramayo is involved in producing materials as requested by the State Bar. His J.D. degree allows for intelligent analysis and judgment calls that are necessary to the effective administration of the school.

PCL's Board Members are deeply dedicated to the daily operations of the school. They are readily available to assist in any situation. Volunteer members make up the faculty and school committees, which keep PCL on a strict academic trajectory. They meet regularly to keep the school's operations and academics in line with the school's ideals, policies, and procedures. The school's faculty members are reliably present for the classes they conduct and are readily available to their students for additional academic counseling, and hold office hours by appointment.

#### **11. Guidelines 4.8 and 4.9 Bar's Inspection Report**

"To bring itself into full compliance, the school must adopt and implement a faculty evaluation policy that meets guideline requirements. ***Subsequent to the inspection, the school adopted a compliant policy and provided the State Bar with a copy of that policy.***"

#### **PCL'S Progress Report**

We use a standard evaluation form.

PCL's Updated progress report as of 3/1/23:

With the end of the winter quarter, the school will send out the winter faculty evaluations this week before the beginning of the next quarter. In order to consider a policy that requires students to submit faculty evaluations before they can register the following quarter, it must be submitted to the Board. This issue will be set for the April board meeting.

#### **PCL'S Updated progress report as of 4/1/23:**

The school continues to utilize a faculty evaluation policy that meets the guideline requirements.

### **PCL's Updated Progress Report as of 5/1/23:**

The school continues to utilize a faculty evaluation policy that meets the guideline requirements.

### **PCL's Updated Progress Report as of 6/1/23:**

The evaluation process for our instructors encompasses three components, each serving a specific purpose. Firstly, we gather feedback from the students, as attached to this report, to ensure their voices are heard and their experiences are taken into account. Secondly, instructors provide their own self-evaluations, which fosters self reflection and encourages continuous improvement. Lastly, an evaluation from the FCC (Faculty Compliance Committee) is included, along with my comments, underscoring the importance of accountability in implementing school standards and submitting grades punctually.

These evaluations are indicative of our law school's commitment to meaningful and timely reviews, as well as the establishment of clear faculty performance expectations. Through this process, we hold our instructors accountable for meeting grading calibration standards, providing valuable feedback on exams, and submitting grades within designated timelines. By emphasizing faculty accountability and aligning with school standards, we aim to cultivate an environment that nurtures academic excellence and student success.

### **PCL's Updated progress report as of 7/1/23:**

The evaluation process for our instructors, as outlined in the previous report, remains unchanged. It consists of three components with distinct purposes.

First, we continue to gather feedback from students to ensure their perspectives are considered and valued.

Second, instructors provide self-evaluations, encouraging self-reflection and continuous improvement.

Lastly, we receive evaluations from the FCC, including my comments, emphasizing the importance of accountability and adherence to school standards.

These evaluations demonstrate our ongoing commitment to conducting meaningful and timely reviews, as well as establishing clear expectations for faculty performance.

To date PCL continues to collect the self-evaluation forms and has collected five so far. The final evaluation process will be completed by mid July.

### **PCL'S Updated progress report as of 8/1/23:**

The policy and procedure is complete. There has been no change. I have attached the Evaluation forms template in **Attachment E**

### **PCL'S Updated progress report as of 9/1/23:**

### **PCL's Updated progress report as of 10/1/23:**

PCL's policy is in practice as using faculty evaluation forms to assess faculty performance and identify eligibility to return for future academic terms. These evaluations serve the dual purpose of guiding our selection process and developing a professional development roadmap for our instructors. This evaluation approach, implemented by PCL, has enabled us to make informed

decisions about faculty retention, resulting in a more refined teaching cohort.

Faculty members are also evaluated by their students at the end of each course on a form provided by the FCC. These forms are maintained by the Administrator, who submits copies to the FCC. Also, the FCC evaluates all faculty members during each course. FCC may enlist persons who are not on the FCC to perform evaluations, if they are faculty or former faculty of any law school, alumni of PCL, present or retired members of the judiciary, or practicing or retired attorneys.

In an FCC meeting held on September 29, 2023, standards for interviewing prospective faculty members were reviewed. A faculty interview panel was created for the 2023-2024 academic year, consisting of one current faculty member, the dean, and two students.

## **12. Guidelines 5.3(A)(1) and 5.9**

### **Bar's Inspection Report**

“To bring itself into full compliance, the school should adopt, implement, and publish attendance policies and procedures that: require student attendance at no less than 80 percent of the regularly scheduled class hours for each course during a particular term, not a series of courses over two or more terms; provide for accurate and timely maintenance of records; and eliminate the policy of permitting students to make up absences from regularly scheduled class hours with alternate activities. ***Subsequent to the inspection, the school adopted a compliant policy and provided the State Bar with a copy of that policy.***”

### **PCL'S Progress Report**

As noted in the Inspection Report, some months ago we adopted the required policy. Our instructors have been the ones to take attendance, and then report it to the Registrar/Administrator, who enters it in Populi.

PCL's updated Items of non-compliance 3/1/23:

The same policy is in place this month.

### **PCL'S Updated progress report as of 4/1/23:**

There has been no change and the same policy is in place.

### **PCL's Updated Progress Report as of 5/1/23:**

There has been no change and the same policy is in place.

### **PCL's Updated Progress Report as of 6/1/23:**

There has been no change and the same policy is in place.

### **PCL's Updated Progress Report as of 7/1/23:**

There has been no change and the same policy is in place.

### **PCL's Updated Progress Report as of 8/1/23:**

There has been no change and the same policy is in place.

### **PCL's Updated Progress Report as of 9/1/23:**

There has been no change and the same policy is in place.

### **PCL's Updated Progress Report as of 10/1/23:**

This Rule makes several requests of PCL which have been delineated as follows:

1. Require student attendance at no less than 80 percent of the regularly scheduled class hours for each course during a particular term, not a series of courses over two or more terms;
2. Provide for accurate and timely maintenance of records;
3. Eliminate the policy of permitting students to make up absences from regularly scheduled class hours with alternate activities.

PCL's has addressed the above 3 points as described below:

#### ***Require student attendance at no less than 80 percent of the regularly scheduled class hours for each course during a particular term***

PCL's Student Handbook, which is displayed on the website, states that all students must comply by the State Bar's 80% Attendance Rule. The following is posted on the website and published in student materials and continues to be the practice at PCL:

*"State Bar Guideline 5.3(A)(1) "requires regular and punctual*

*attendance of not less than eighty (80) percent of the regularly scheduled class hours in each*

*course." For a course that extends over more than one quarter, for example, two quarters, this*

*Guideline means that the student must attend 80% of the regularly scheduled class hours in each*

*quarter of the course (The Guideline does not mean that the student must attend 80% of the total*

*combined regularly scheduled class time of the two quarters.)"*

#### ***Provide for accurate and timely maintenance of records***

PCL's current practice requires the Administrator to input all syllabi, course materials, exam grades, and course grades in a timely manner using the Populi system.

#### ***Eliminate the policy of permitting students to make up absences from regularly scheduled class hours with alternate activities.***

The former policy of allowing students to make up absences with alternative activities is no longer permitted. The PCL Student Handbook prominently reflects this change in bolded font on page 26 of the Student Handbook:

*"Under no circumstances may PCL offer students the opportunity to make up absences from regularly scheduled class hours with alternative activities."*

### **13. Guideline 5.8**



## Bar's Inspection Report

"To bring itself into full compliance, the school should demonstrate that its clinical courses meet all Guideline 5.8 requirements, including maintenance of records for each student in the course.

***Subsequent to the inspection, the school adopted a compliant policy and provided the State Bar with a copy of that policy."***

## PCL'S Progress Report

As noted in the Inspection Report, some months ago we adopted the required policy. Below is an instructional message sent to the students which explains how to fill out timesheets.

**From:** Ira Spiro

**Sent:** Monday, June 29, 2020 6:49 PM

**[names of recipients omitted from this report]**

**Subject:** TIMESHEETS for CLINICAL CLASSES - MUST BE FILLED OUT BY STUDENTS TO GET CREDIT

**Importance:** High

Dear PCL SUMMER Students

Because of State Bar requirements, **you have to fill out timesheets in order to get credit for our clinical courses.** A form timesheet is attached, an Excel spreadsheet. It's very easy to use. I filled them out every day, all through the day,

when I was practicing law. Here's what to do:

Download the attachment to your computer.

Type your name and the course name at the top.

If you're taking both clinical courses, you'll have to have two separate timesheets, so save it twice, each with a different name for use by your computer. **Fill them out every day when you're done with work for the day.** Way too hard to wait, say, a week, and try to remember your time at the end of the week. This is very good practice for when you become a lawyer, because most all lawyers have to fill out timesheets

"Date" column: When you start typing the date, e.g. 6/29, the year gets filled in automatically.

"Hours" column: You can round to the nearest quarter hour, for example .45, 1.75, 2.25. (But when you practice law, you should round to nearest tenth.)

"Task" column: What you fill in can be very short. For example, "attend Zoom" or "draft letter" or "draft memorandum" or "phone call to prof". You can use abbreviations if you're sure you'll remember what they stand for. For example TC for telephone call, dft for draft, memo is fine for memorandum.

**Email them to me every Friday when you're done with your work that day.** State Bar requires someone on faculty to monitor the students, and it's going to be me. If you have any questions about this, give me a call (310-235-2350), or send me an email. Remember, my phone doesn't receive texts.

PCL's updated Items of non-compliance 3/1/23:

PCL continues its practice as listed above in PCL's response.

**PCL'S Updated progress report as of 4/1/23:**

PCL continues its practice as listed above in PCL's response.

**PCL's Updated progress report as of 5/1/23:**

PCL continues its practice as listed above in PCL's response.

**PCL's Updated progress report as of 6/1/23:**

PCL continues its practice as listed above in PCL's response.

**PCL's Updated progress report as of 7/1/23:**

PCL continues its practice as listed above in PCL's response.

**PCL's Updated progress report as of 8/1/23:**

PCL continues its practice as listed above in PCL's response.

**PCL's Updated progress report as of 9/1/23:**

PCL continues its practice as listed above in PCL's response.

**PCL's Updated progress report as of 10/1/23:**

PCL last completed clinical course took place in the Summer of 2022. At that time, the above-mentioned policies were put into practice.

**14. Guidelines 5.17, 5.18, and 5.25**

**Bar's Inspection Report**

"To bring itself into full compliance, the school should review, revise, and republish its exam and grading policies and procedures, taking action as necessary to improve the quality of exams, curb grade inflation, and ensure that students receive adequate feedback on their exam performance. ***Subsequent to the inspection, the school began addressing this issue and it continues to discuss further options with priority.***"

**PCL'S Progress Report**

The Inspection Report does not reflect a number of very important improvements PCL made between the time the report was first published by State Bar staff and the time it was adopted by the Committee of Bar Examiners. Therefore, we discuss those changes below, although we did report them during the summer of 2020.

In addition, recently the Dean formulated a policy to require that students receive adequate and substantial feedback on their exam performance. It was furnished to State Bar staff. Adoption of a policy on this subject is scheduled to be considered at the next meeting of our board of directors.

**Policies to Eliminate Grade Inflation**

The Inspection Report, on page 15, referring to the 2014 inspection, states: "To address grade inflation, PCL adjusted its grading scale and urged instructors not to inflate grades. PCL did not,

however, adopt other policies to control inflation, such as administrative review of grades prior to their release, or reasonable limits on the extent to which grades may be based on class participation, including attendance. As concluded in 2014, a sound grading program would limit participation points to no more than three [of 100], and the award of points based on attendance is “clearly inappropriate” in light of Guideline 5.3(A)(1) minimum attendance requirement. PCL’s policy allows up to thirty percent of a course grade to be based on participation.”

In the summer of 2020 we did adopt the policies recommended in that paragraph. They are now in the Student Handbook & Catalog and the Faculty Handbook, as follows:

### **Grading Standards:**

It is of primary importance for PCL students and all of PCL that the students have a realistic picture of a realistic picture of their outlook for passing First Year Law Students Exam (FYLSX) and Bar Exam. The pass rates for both exams have been very low. For example, the pass rate for the July 2019 Bar Exam was 14.4% for California Unaccredited law schools and 18.8% for California-Accredited (non-ABA) law schools.

On the FYLSX of June 2019, the pass rate was 23.5% for all takers and 28.1% for California Unaccredited Fixed-Facility law schools (PCL is in that category). Students’ ideas about their chances on these exams are very likely influenced by their law school grades. If a student receives high grades, that is likely to raise the student’s expectations of passing the FYLSX and the Bar Exam, but because of the low pass rates on the exams, the heightened expectations could well be unrealistic. In light of these and similar considerations, PCL has adopted these Grading Standards for all examinations and final grades (grades for the full quarter) in all courses that are not graded pass-fail. NOTE that in the grouping of grades in the table below, C- grades are grouped with the D grades. That is because at PCL, in order for a student to advance to the next academic year and graduate, the student must have a grade point average of C or better.

90 - 100 (A+, A and A-)	Grades in this range should be only for very superb, outstanding work, not merely the best work among the students. The best work is often not in the A range. On an essay exam, the student should not only have identified all issues, but should have done a very superb, outstanding job of analyzing the issues. Sometimes there will be no grades in this range on an exam or for a quarter. This range should be under 10% of the grades, occasionally as much as 10%
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80 – 89 (B+ , B and B-)	Grades in this range should be only for excellent work, not merely good work. On an essay exam, the student should have identified all issues, and should have done an excellent job of analyzing the issues. This range should be under 20% of the grades, occasionally as much as 20%.
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73 – 79 (C+ and C)	Grades in this range should comprise by far the largest share of the grades, often higher than 50%. But these grades are for good work, not necessarily average work, because the average might be less than good. A PCL student must have a C average or better, not C-, for all quarters, in order to advance to the next academic year and in order to graduate.
60 – 72 (C- to D-)	Grades in this range are for work that is somewhat less than good (C-) to work that is poor (D+ and D) to work that is marginally passing (D-). Unfortunately, this range will often comprise 15% to 20% of the grades, sometimes higher than 20%.
59 and below (F)	Failing. Unfortunately, there will often be multiple failing grades, even in a small class. A failing grade is not just for work that is entirely lacking – it is also for work that shows some grasp of the subject of the exam or course, but very little. On an essay exam, the student might have identified and discussed some issues but still receive an F. In a multiple-choice exam, if a student has correctly answered up to 59% of the questions, the grade will still be an F.

\*\*\*

**... class participation must not count for more than three percent (3%) of the final grade in a course, and attendance may not be counted at all towards the grade, inasmuch as minimum 80% attendance is required.**

### **Administrative Review of Grades**

In August, 2020, our Board adopted the following Administrative Review policy: When faculty members have determined what grades they intend to give, the next step would not be to release the grades to the students, but instead to send the grades to reviewers. The reviewers very likely would include the Dean. Others could be members of the Faculty- Curriculum Committee and current or former faculty members, but faculty would not, of course, review their own grades, and students would not participate without consent of the student between reviewed.

The reviewers would study the grades for adherence to PCL grading policies. ... If the grade reviewers find deficiencies, they would communicate with the faculty member about curing the deficiencies and changing the grades. The Dean or the Faculty Curriculum Committee or both would participate in those discussions and decisions on changing grades. When the decisions are made, the grades would then be sent to the Administrator for release to students.

### **Improvements in Eliminating Faculty Turnover**

The 2014 Inspection Report observed (p. 9):

“PCL operates with an all-volunteer, adjunct faculty and has someone so since its founding [it remains true in 2020]; a clear testament to the faculty’s dedication to PCL’s mission of public service. One negative aspect of a volunteer faculty, however, is that PCL experiences a higher rate of faculty turnover than most law schools where faculty members are paid even a modest stipend or

salary. ... on average, 20% of PCL's faculty appears to be new each academic year."

That turnover situation has been reversed. In the last academic year, 2020-2021, all faculty members except three taught at PCL the previous year, 2019-2020. Faculty turnover in the current 2021-2022 Academic Year had been on the decline previously as well.

PCL's updated Items of non-compliance 3/1/23:

The policy remains the same.

**PCL'S Updated progress report as of 4/1/23:**

The policy remains the same.

**PCL's Updated Progress Report as of 5/1/23:**

The policy remains the same.

**PCL's Updated Progress Report as of 6/1/23:**

The policy remains the same.

**PCL's Updated Progress Report as of 7/1/23:**

The policy remains the same.

**PCL's Updated Progress Report as of 8/1/23:**

The policy remains the same.

**PCL's Updated Progress Report as of 9/1/23:**

The policy remains the same.

**PCL's Updated Progress Report as of 10/1/23:**

The policies as stated above appear to be in practice at PCL as of October 1, 2023. They are clearly stated in the Student Handbook as stated in great detail in past Progress Reports.

## **15. Guidelines 5.18–5.20 Bar's Inspection Report**

"To bring itself into full compliance, the school should adopt, publish, and implement policies for academic advancement that adhere to the school's academic standards and comply with the guidelines, and eliminate policies that do not adhere to the guidelines. ***All identified policies were updated, and non-compliant policies deleted.***"

### **PCL'S Progress Report**

The problem was some inappropriate policies. PCL has eliminated them, so by the very nature of this item 15, no further progress is needed or possible.

**PCL's updated Items of non-compliance 3/1/23:**

PCL's revised policies have remained in effect to the present.

**PCL'S Updated progress report as of 4/1/23:**

PCL's revised policies have remained in effect to the present.

**PCL's Updated Progress report as of 5/1/23:**

PCL's revised policies have remained in effect.

**PCL's Updated Progress report as of 6/1/23:**

PCL's revised policies have remained in effect.

**PCL's Updated Progress report as of 7/1/23:**

PCL's revised policies have remained in effect.

**PCL's Updated Progress Report as of 8/1/23:**

PCL's revised policies have remained in effect.

**PCL's Updated Progress Report as of 9/1/23:**

PCL's policies have remained in effect.

**PCL's Updated Progress Report as of 10/1/23:**

The State Bar requests that PCL implement policies for academic advancement that adhere to the school's academic standards and comply with the guidelines, and eliminate policies that do not adhere to the guidelines. As the former policies have since been deleted, changed, and are no longer published or in practice, it is the Interim Dean's assessment that the revised policies have remained in effect.

PCL's current policies and practices provide for academic advancement in a way that complies with the guidelines. 1L students have a strict schedule that provides them with diligent instruction of 1L courses. These courses prepare them for legal reading and writing, which are often brand new skills, akin to learning a foreign language. PCL provides instruction in Torts, Contracts, and Criminal Law, which ensures students have built a solid foundation in the subject and are not being exposed to these topics for the first time during their preparation for the FYLSX. Further along, in addition to doctrinal courses, students receive classes in bar preparation and experience the practice of law in their fourth year, via externships and clinical courses. The courses and opportunities better prepare them to be successful practitioners of law upon graduation. Such clinical courses and externships were added after feedback from former alumni regarding feeling a lack of confidence as they entered the legal profession. In this way, PCL is not only achieving the goal of providing academic advancement, but staying true to its mission, and each student's personal mission, of becoming confident, practicing lawyers.

**16. Guideline 5.24**

**Bar's Inspection Report**

“To bring itself into full compliance, the school should revise and republish its course repetition policy to meet all requirements of the guideline. ***Subsequent to the inspection, the school adopted a compliant policy and provided the State Bar with a copy of that policy.***”

### **PCL’S Progress Report**

As the Inspection Report notes, some months ago we adopted the required policy. The policy concerns limitations on repeating courses. As stated above, last fall a student had petitioned for permission to attempt to raise a failing grade. In order to raise the grade, the student had to take a new exam or complete some other assignment to be determined by the instructor and the Faculty-Curriculum Committee working together. It is possible for students to choose instead to convert the petition to one for repetition of the course pursuant to the new policy.

PCL’s updated Items of non-compliance 3/1/23:

PCL has continually maintained the policy as stated in the previous months.

### **PCL’S Updated progress report as of 4/1/23:**

PCL has continually maintained the policy as stated in the previous months.

### **PCL’s Updated Progress Report as of 5/1/23:**

PCL has continually maintained the policy as stated in the previous months.

### **PCL’s Updated Progress Report as of 6/1/23:**

PCL has continually maintained the policy as stated in the previous months.

### **PCL’s Updated Progress Report as of 7/1/23:**

PCL has continually maintained the policy as stated in the previous months.

### **PCL’s Updated Progress Report as of 8/1/23:**

PCL has continually maintained the policy as stated in the previous months.

### **PCL’s Updated Progress Report as of 9/1/23:**

As of the present date, no students have utilized the aforementioned course repetition policy, which reads:

Section 11. Repeating Courses and Quarters: No Duplicate Credit: Duplicate credit will not be given for repeating the same or substantially the same course or quarter, whether the courses or quarters are both taken at PCL or at another school, or partly at PCL and partly at another school.

Repeating a Course or Quarter after Failing and Thus Not Completing 270 Hours: If (1) a student fails a course or a quarter of a course, and if (2) as a result of the failure the student does not successfully complete 270 hours in an academic year, then the following applies. Because of State Bar requirements that the required 270 hours per year must all be taken in the same 12



month academic year, the student, in order to be eligible for the J.D. degree and to take the FYLSX and the Bar Exam, cannot make up for the failed course or quarter by repeating only that course or quarter again in a later academic year, but instead must repeat the entire year's courses (Note that failing a course might not result in failing to successfully complete 270 hours in an academic year, if during the academic year the student completed courses whose total hours exceed 270. As of 2020, PCL normally offers exactly 270 hours of classes for 2L, 3L, and 4L students, but 330 hours for 1L students.)

The law school continues to monitor the situation and remains prepared to provide necessary information regarding the implications of taking a leave, as well as any proposed plans that students may undertake after the leave period.

#### **PCL's Updated Progress Report as of 10/1/23:**

As of the present date, no students have utilized the aforementioned course repetition policy, which is clearly stated in our Student Handbook as well as in our previous progress report.

### **17. Guideline 6.2–6.4**

#### **Bar's Inspection Report**

“To bring itself into full compliance, the school must devise a plan and a timeline to return to compliance regarding the library by owning and maintaining its own hard copy library as required under Guideline 6.2 and provide this timeline and proof of library purchase to the CBE; however, it may be appropriate to provide a waiver for this academic year while the law school teaches courses online due to the pandemic. In addition, to bring itself into full compliance, PCL should also demonstrate that students are receiving instruction in both physical publication and electronic-based legal research, as required by Guideline 6.3. The Catalog states that legal research is taught in several courses, but a review of syllabi attached to the self-study did not validate that statement. ***Subsequent to the inspection, the school did confirm that legal research is being taught using both hard copy and electronic resources, and the syllabi are being updated appropriately.***”

#### **PCL'S Progress Report**

PCL has devised the requested plan regarding the library. It was set out in our 2020 Annual Report. It reads as follows:

**PLAN TO RETURN TO COMPLIANCE:** The brother of PCL founder, attorney REDACTED who died this year, had offered to donate funds for the library. Our plan is to use the money to restore the library to usable condition and purchase the books needed to bring the required hardbound books up to date, all to be completed by August 31, 2022. Our Board of Directors approved this plan on October 18, 2020.

The damage to the library was the destruction of part of its unique domed roof. The roof has now been repaired, which involved reconstruction of part of the domed roof. However, we recently discovered that there is further damage to the roof. At their last monthly meeting, in November 2021, the board approved another bid for another roof repair. Since our school still is conducting classes remotely, and has been since March of 2020, no students have been on campus to use the library. Thus, the library has not been opened for use. Some clean-up of the library is still needed before it opens for use. The donation was only enough for the repair and reconstruction, not for the purchase of books. We do have the very large majority of the specified hardbound books, but not all of them or our book subscriptions. Currently our plan is to request an extension of time to comply with the hardbound library provisions, to August 2022, the same time to which the waiver of the requirement for in-person instruction was extended by the Committee of Bar Examiners.

**We do still believe that the hardbound library requirement, which does not apply to other categories of California law schools, should not be applied to our category, as we have explained previously.** Further, given the ongoing SARS-Cov-2 Pandemic, we believe we should further assess whether we should restore the library, given that students have been using the Los Angeles County Law Library, whenever they've needed access to hard copy law books.

PCL's updated Items of non-compliance 3/1/23:

PCL has continually maintained the policy as stated in the previous months. **PCL'S**

**Updated progress report as of 4/1/23:**

PCL is going to start working on an estimate to determine the cost of purchasing the library books needed to come into compliance.

**PCL's updated progress report as of 5/1/23:**

PCL would like the required materials and books that are necessary in the law library to meet compliance so it can begin pricing the cost of coming into compliance.

**PCL's updated progress report as of 6/1/23:**

In order to address the Bar's request and ensure compliance with Guideline 6.2, we have developed a comprehensive timeline for returning to compliance regarding our law school's library. We have also included the incorporation of both hard copy and electronic research in our curriculum design. The timeline is as follows:

1. July 1-15: Library Needs Assessment and Planning

- Conduct a thorough needs assessment to determine the required resources, including hard copy materials, for our law school's library.
- Develop a plan for acquiring and maintaining the necessary hard copy library materials, considering budgetary constraints and future growth.

2. July 16-31: Library Material Acquisition and Organization

- Initiate the process of purchasing the identified hard copy library materials based on the assessed needs.
- Ensure that the acquired materials align with the curriculum design and cover relevant legal research topics.
- Organize and catalog the acquired materials within the library, creating a comprehensive and accessible resource for students and faculty.

3. August 1-15: Integration into Curriculum Design

- Collaborate with the curriculum committee and faculty members to integrate the utilization of

both hard copy and electronic research resources into the curriculum.

- Design specific modules and assignments that promote the use of hard copy library materials for legal research.
- Ensure that students receive appropriate training and guidance on utilizing both hard copy and electronic resources effectively.

#### 4. August 16-31: Finalization and Proof of Compliance

- Conduct a final review of the library setup, including hard copy materials and curriculum design, to ensure alignment with the Bar's requirements.
- Gather proof of library purchase, including receipts and documentation of the acquired materials.
- Prepare and submit the required timeline, along with the proof of library purchase and curriculum design, to the CBE to demonstrate our commitment to compliance.

By following this timeline, we aim to establish a well-rounded law library that includes both hard copy and electronic research resources. This approach will not only bring us into compliance with Guideline 6.2 but also enhance the educational experience for our students, providing them with comprehensive resources and training in legal research. Our goal is to have all these initiatives finalized early, ensuring a smooth transition and adherence to compliance standards.

#### **PCL's updated progress report as of 7/1/23:**

As mentioned before, our plan includes conducting a thorough needs assessment, acquiring and organizing the necessary hard copy materials, integrating them into the curriculum design, and finalizing compliance proof. These steps align with our commitment to establishing a well-rounded law library that incorporates both hard copy and electronic research resources.

With the sale of the building, we will have the necessary funds available to proceed with the library's purchase. This development will reinforce our financial capability to acquire the required resources, including the identified hard copy materials, without compromising our budgetary constraints.

By implementing this timeline and utilizing the newly available funds, we aim to create a comprehensive and accessible resource for our students and faculty while complying with Guideline 6.2. We believe that the integration of hard copy and electronic research resources will enhance the educational experience and provide our students with valuable training in legal research.

#### **PCL's updated progress report as of 8/1/23:**

I am pleased to share that we have successfully secured a REDACTED loan from PCL to support our organization's growth and expansion. This funding comes at a crucial time as we embark on the journey to build our capacity and find a new suitable building for our operations. With this financial boost, we can now invest in essential resources, equipment, and training to enhance our

capabilities.

With the allocated funds available, we are moving forward with purchasing the required books for the library. These include the published reports of California Courts with advance sheets and citator, a digest or encyclopedia of California law, an annotated set of California codes, and current, standard texts or treatises for each course in the law school's curriculum. By obtaining these materials, we aim to enhance the educational experience and provide valuable training in legal research, aligning with Guideline 6.2 for a well-rounded law library that incorporates both hard copy and electronic research resources. **Attachment F** contains receipts of library purchases.

We are on time with our deadline of updating the curriculum to meet legal research standards.

We have engaged in a 5-year contractual agreement with Thomson Reuters. For your reference, the contract is attached as **Attachment C**. As part of this agreement, we will be receiving several bundles of books, which include:

1. West's® Annotated California Codes (Annotated Statute & Code Series)
2. West's® California Reporter®, 3d
3. California Reporter Advance Sheets
4. West's® California Digest, 2d (1950 to Date) (Key Number Digest®)

#### **PCL's Updated Progress Report as of 9/1/23:**

The books we ordered for the library have now arrived. Students will be required to submit a legal research assignment each semester utilizing both the online and hard copy of the legal research tools. Students also continue to use caseText, which is a free legal research tool.

#### **PCL's Updated Progress Report as of 10/1/23:**

The State Bar's request is delineated as follows:

1. ***Return to compliance regarding the library by owning and maintaining its own hard copy library as required under Guideline 6.2 and provide this timeline and proof of library purchase to the CBE;***
2. ***PCL should also demonstrate that students are receiving instruction in both physical publication and electronic-based legal research, as required by Guideline 6.3.*** The Catalog states that legal research is taught in several courses, but a review of syllabi attached to the self-study did not validate that statement.

In regards to the above, PCL's current policies and practices are as follows:

#### ***Return to compliance regarding the library***

PCL has purchased the required library texts. These books are being housed at PCL's fixed facility and the students have regular access to the books as needed. PCL's Board President amended the lease agreement with the tenant downstairs from PCL to ensure that PCL students have the necessary access to the library.

***PCL should also demonstrate that students are receiving instruction in both physical***

### ***publication and electronic-based legal research***

Upon further assessment, we agree with the State Bar's point that PCL's handbook states that legal research is taught in several courses but that this is not reflected in actual instruction. PCL appears to occasionally offer a Legal Research class but it doesn't appear to have been offered in some time and has thus been removed from the Course Catalog to remain in compliance with Bar standards.

PCL will remedy this discrepancy by:

1. Removing the inconsistent language from the Course Catalog. The language currently states:

#### ***LEGAL WRITING, ANALYSIS AND RESEARCH***

*Several courses throughout the four years of instruction. provides practice in issue spotting, legal analysis and legal research, test-taking skills and study techniques, with special emphasis on the First Year Law Students Exam and the Bar Exam.*

This will be updated to the following:

#### ***LEGAL WRITING AND ANALYSIS***

*Several courses throughout the four years of instruction. provides practice in issue spotting, legal analysis, test-taking skills and study techniques, with special emphasis on the First Year Law Students Exam and the Bar Exam.*

2. To remain in compliance with Guideline 6.3, a dedicated Legal Research Class will be added to the curriculum in either Winter or Spring of 2024. This class will offer instruction in both physical and electronic-based research. This item will be addressed at the next FCC meeting, tentatively scheduled for November of 2023.

## **18. Guidelines 7.1 and 7.2**

### **Bar's Inspection Report**

"To bring itself into full compliance, the school should maintain essential and permanent hard-copy records in fire-safe lockable cabinets, maintain all electrical equipment in working order, and provide digital projection equipment adequate to meet the needs of faculty and students.

Subsequent to the inspection, the school transferred files to lockable, fire-safe cabinets; projectors were replaced with other options. Also, the only person who has keys to the records room is the Administrator. Not even the janitor has keys to that room, where the fire-safe cabinets are.

### **PCL'S Progress Report**

PCL purchased four matching, locking, letter-size FireKing fireproof file cabinets. We took delivery of them at our building and locked our paper files in them.

PCL's updated Items of non-compliance 3/1/23:

The school continues to maintain its security procedures as described above. **PCL's**

**updated Items of non-compliance 4/1/23:**

The school continues to maintain its security procedures as in previous months. **PCL's**

**updated progress report as of 5/1/23:**

The school continues to maintain its security procedures as in previous months. **PCL's updated progress report as of 6/1/23:**

The school continues to maintain its security procedures as in previous months. **PCL's updated progress report as of 7/1/23:**

The school continues to maintain its security procedures as in previous months. **PCL's updated progress report as of 8/1/23:**

The school continues to maintain its security procedures as in previous months.

**PCL's updated progress report as of 9/1/23:**

There have not been any further changes and PCL continues to adhere to safekeeping of records. PCL has some files stored in fire-proof filing cabinets on the school premises, which are located in the main hallway on the second floor of the school. The fire-proof filing cabinets are in a closet and the key is only in the possession of administration.

**PCL's updated progress report as of 10/1/23:**

There have not been any further changes and PCL continues to adhere to safekeeping of records in fire-safe cabinets.

## **19. Guideline 9.1**

### **Bar's Inspection Report**

"To bring itself into full compliance, the school should adopt and implement a policy to ensure that records are fully compliant with Guideline 9.1, that the law school has adopted written procedures, including oversight provisions, of record-keeping processes and record retention requirements, and that it has adopted a written policy on transcript changes, as required by Guideline 9.1(D).

***Subsequent to the inspection, the school adopted compliant policies and provided the State Bar with copies of those policies."***

### **PCL'S Progress Report**

Last year, our Registrar/Administrator reported as follows to the Bar and the Committee: **New**

### **Student Information System**

To streamline and organize student records, faculty records, and other required organizational documentation, Peoples College of Law has fully transitioned to Populi, a web-based Student Information System (SIS) to electronically maintain and store school records in a secure and confidential environment. ]

Our system manages and stores student transcripts, student attendance (for online and in-class instruction) & participation records, academic programs & courses, course mapping for students and course rosters as well as provides reporting analytics to give perspectives on student data through particular data sets. The SIS also tracks a prospective student's application process and generates applicant reports for accepted and rejected applications. Once a student is enrolled,

student agreements, billing (including invoices, payments, transactions, deposits, and tax forms) are also stored electronically. Faculty, the Administrator, and Registrar currently have detailed information on students' grades and attendance in courses, with student course summaries and reports.

Our SIS system also has group sections that will accommodate our committees and store committee documents including minutes & agendas.

In addition to the SIS, the administrator maintains hardcopy files for students, administrative personnel, and faculty in fireproof, securely locked file cabinets.

## **PCL Files and Records**

In preparation for the 2020 State Bar of California inspection, the administrator completed a thorough assessment of the school's files and records that fall under Rule 9.1 in the Guidelines for Unaccredited Law School Rules. Much of the reason that the school's records and files were out of compliance at that time was because there has not been a systematic uniform process set for each administrator who has worked at the school over the past several years. Files and records that were not compliant post inspection, the prior administrator continued to reconcile the deficiencies to complete the records.

There are only a few remaining noncompliant files under the Unaccredited Law School Rules Division 9.1 requirements are: faculty files, administrative personnel, and the file of all examinations given in the last (5) years.

**Faculty Files:** To prevent noncompliance within the faculty records, our Faculty & Curriculum Committee are developing policy to request transcripts prior to hiring interviews or requiring them during new faculty onboarding.

**Administrative Personnel Files:** Several administrative personnel files are missing all or part of the required personal histories giving undergraduate education, graduate education, and law school education (if any) listing years attended, degrees conferred and summaries of professional careers and qualifications for being administrative personnel. The administrator is currently going through archived materials for older administrative personnel files. The administrator has requested information from current administrative personnel who have files missing the required information and will continue to follow up with those persons who are still missing some of their personal history.

**File of Examinations:** As required under 9.1(F), all examinations given in the last five years are to be kept in a file for inspection by the Committee. The prior administrator had been making best efforts to compile administered midterm and final exams for the past five years. For exams given in the 2019-2020 academic year, administrator has created a hard copy file and had actively been adding exams as they are administered. Our current Administrator only works remotely for the time being, so this project/task has been postponed until community infection conditions abate. Our student information system (which has already been implemented for faculty this 2021 Academic Year) facilitates the creation of tests by instructor which are saved electronically per course as well as permits uploading of exams created outside of the SIS. Further, our current administrator is developing protocols to collect the hard copies of the exams as part of the administrator's checklist re: maintenance of required records.

## **Record Retention and Disposal Policy:**

The school is also developing a policy for record retention and disposal and a retention schedule to ensure we keep records according to the State Bar Rules and Guidelines.

## **New Policy on Changes to Entries in Transcripts**

PCL has adopted the following new policy on changes to entries in transcripts:

Changes to entries on a PCL transcript may be made only upon a showing of good cause. However, a contention or possibility that a grade given by an instructor was not justified shall not be good cause or an acceptable reason for a transcript change. If a present or former student wishes a change to an entry on the person's transcript, the following procedures apply

1. The present or former student must submit a written application to the Dean, specifying the change requested and the reasons for it. The application must include any documentation or evidence supporting the application.
2. The Dean must investigate the facts and circumstances pertinent to the application. In doing so, the Dean must read the entire application and materials submitted with it. The applicant shall have the right to speak with the Dean in support of the application, and to have an attorney or other representative do so as well. If the applicant requests the Dean to listen to any other person with information pertinent to the application, the Dean shall do so, but the Dean need not listen to an excessive number of such persons. The Dean may also communicate any person who may have information pertinent to the application, including but not limited to any present or former faculty member. The Dean may also speak with the Registrar, the Administrator and any other person with information pertinent to the application. The Dean may also consult any person outside PCL who has expertise on the subject of transcripts, but shall maintain the confidentiality of the student's information by not disclosing the identity of the applicant. Before the Dean transmits to the applicant the Dean's decision on the application, the applicant may submit additional materials to the Dean, who must read them if time permits.
3. Within thirty days after receiving the application, the Dean must render a written decision on it and transmit the decision to the applicant. The Dean shall cause the application and decision and any materials the Dean read or considered in connection with the application to be placed in the applicant's student file. If the decision is that a change is to be made, the decision must specify the change, and if the applicant has not requested an appeal within the fourteen days to appeal, Dean shall transmit the decision to the Registrar, who shall make the specified change on the transcript, and place on the transcript a notation of the reason(s) for the change.
4. The applicant may appeal the decision of the Dean to the Community Board, but may do so only by transmitting to the Chair of the Board a request for appeal within fourteen days of receiving the Dean's decision. In the request, the applicant must state whether the applicant consents to participation in the appeal by student members of the Community Board. The Community Board may delegate the appeal to the Executive Committee. Within thirty days after the Chair receives the request for appeal, the Community Board or the Executive Committee, as the case may be, shall render a written decision on the appeal, and transmit it to the applicant. The Chair shall cause the request for appeal and any materials read or considered in connection with the appeal to be placed in the applicant's student file. If the decision on appeal is that a change is to be made, the decision must specify the change, and the Chair shall transmit the decision to the Registrar, who shall make the specified change on the transcript, and place on the transcript a notation of the reason(s) for the change.
5. No student member of the Community Board or the Executive Committee shall participate in the appeal unless the applicant consents in writing to participation by students.



The above mentioned policies are still clearly stated in the Student Handbook. PCL continues to utilize Populi for digital file management of student and academic records, administrative records, and financial records, amongst others.

## **RECOMMENDED SUGGESTIONS IN 2020 INSPECTION REPORT**

### **1. Bar's Inspection Report**

"Pursuant to Guideline 2.9(C) and 5.13, it is suggested that the school require faculty to use a standard syllabus template to promote consistent communication of course requirements."

#### **PCL'S Progress Report**

As we have said, PCL's new Student Information System has electronic features that enable the school to create global rubrics for use in any or all the courses. Those features can also be used to create a standard syllabus template.

### **2. Bar's Inspection Report**

"Pursuant to Guidelines 2.11, 7.1, and 9.1, it is suggested that the school base its data security policies and procedures upon the recommendations of generally accepted industry standards, consulting with an expert if the expertise is not available within the school."

#### **PCL'S Progress Report**

As we report above, our data security is provided by the security protections of our new Student Information System, Populi. Populi's website states the following, among other things, concerning its security protections:

*"Populi's servers are stored in an SSAE 16 Type II compliant data center that is physically secured behind a battery of compartmentalized security zones with biometric access controls. Numerous security, power supply, and infrastructure redundancies layer on additional safeguards. \*\*\**

"We built Populi on the open-source 'LAMP' stack (Linux, Apache, MySQL, PHP), availing you of the same powerful, secure technology undergirding web companies like Google, Vimeo, Facebook, and Amazon."

### **3. Bar's Inspection Report**

"Pursuant to Guidelines 5.14 through 5.16 and 5.25, it is suggested that the school adopt and implement a procedure requiring that examination questions, accompanied by issue outlines or model answers, must be reviewed and approved by the Dean or other legal educator before being administered."

#### **PCL'S Progress Report**

Our Faculty-Curriculum Committee and our former Dean formulated a procedure as stated above, requiring that examination questions, accompanied by issue outlines or model answers, must be reviewed and approved by the Dean or other legal educator before being administered. It was furnished to State Bar staff.

### **4. Bar's Inspection Report**

“Pursuant to Guidelines 5.17, 5.18, and 5.25, it suggested that the school adopt and implement a procedure requiring that grades and student examinations papers must be reviewed and approved by the Dean or other legal educator before being posted.

### **PCL’S Progress Report**

In the summer of 2020, we adopted a procedure requiring that grades and must be reviewed and approved by the Dean or other legal educator before being posted. After implementing it in the fall quarter, we have been evaluating and revising it. Our Faculty Curriculum Committee and Dean formulated a revision and furnished it to State Bar staff. The revision adds the requirement that student examinations papers, as well as grades, must be reviewed and approved by the Dean or other legal educator before grades are posted. Adoption of a revision is scheduled to be considered at the next meeting of our board of directors.

#### **PCL’S Updated progress report as of 4/1/23:**

PCL retains the same policy and no change has been made.

#### **PCL’s updated progress report as of 5/1/23:**

PCL retains the same policy and no change has been made.

#### **PCL’s updated progress report as of 6/1/23:**

PCL retains the same policy and no change has been made.

#### **PCL’s updated progress report as of 7/1/23:**

PCL retains the same policy and no change has been made.

#### **PCL’s updated progress report as of 8/1/23:**

PCL retains the same policy and no change has been made.

#### **PCL’s updated progress report as of 9/1/23:**

PCL retains the same policy and no change has been made.

#### **PCL’s updated progress report as of 10/1/23:**

The following addendum is currently published in the Student Handbook, which is available on PCL’s website. It addresses the State Bar’s suggestion that the school adopt and implement a procedure requiring that grades and student examinations papers must be reviewed and approved by the Dean or other legal educator before being posted:

Administrative Grade Review Revised Policy – Approve by the PCL Board  
September 19, 2021

The Committee of Bar Examiners (CBE) has notified Peoples College of Law (PCL) and many other law schools to guard against grade inflation. This has led to an administrative grade review policy as described below.

1. Before exams are administered, faculty will need to submit their exams and rubrics/issues outlines/model answers to the Faculty and Curriculum Committee (FCC)

to review. The FCC will then assign reviewers, which can include the Dean, and other members of the FCC to review the exams and rubrics/issues outlines/model answers. Current faculty or student members of FCC cannot review their own exams and rubrics/issues outlines/model answers. Faculty will be informed of this policy at the orientation, and/or upon coming on board as a PCL faculty member.

2. Faculty will be provided a copy of the grading policy, and will be reminded of the grading policy for exams to be anonymous. Prior to grades being due, the faculty will once again be sent a reminder of the school's grading policies and to be mindful of grade inflation.

3. Once final exams have been conducted and after grades are entered in Populi, but before they are published (Populi calls this "finalizing"), the Administrator will review the grades

to ensure they adhere to PCL grading policies, that grades are not inflated, and that there is no wide disparity in the grades among several instructors teaching the same group of students. The Administrator can use the grading matrix below as a general guide when considering grade inflation. The Administrator will notify the Dean and the FCC if there are grades that appear to have been inflated and if there is such a disparity so the committee can review.

4. The reviewers would include members of the FCC, the Dean, and former faculty members, but faculty would not, review their own grades.

5. If an instructor's grades appear to be inflated, the instructor will be sent a courtesy courteous letter asking them to review and reconsider their grades. This courtesy letter should be sent along with the same grade inflation notice that was sent prior to grade submission regarding grade inflation.

6. The instructor will review their grades and notify the FCC of any grade changes following their own review. If the instructor does not find any changes to be made, they will be asked to provide a short narrative explaining why they determined grade inflation is not present, or confer with the FCC and the Dean regarding the revisions. The reviewers will respect the faculty's professional judgment and may not override the grades, unless it is such a substantial departure from accepted academic norms as to demonstrate that the faculty did not actually exercise professional judgment.

7. Once the grades have been decided, they will then be sent to the Administrator to be published/finalized in Populi, and sent to the students.

Faculty must use the grading matrix set out below. The matrix provides considerable flexibility. We are also providing a sample grading rubric for the exams to all faculty as a template.

### **ADDITIONAL UPDATES**

1. **FURTHER MOVE**, that the committee direct the law school to conduct an immediate analysis to determine whether the transcripts are correct and complete for each student who has attended the law school for any period of time since summer 2020, offering each student or former student the chance to review their transcript for accuracy, and providing results of the analysis to the committee in the September 1, 2023 progress report, advising whether each student's transcript is now correct, or identifying the changes that are still under review and the timeline for completion of

the review.

### **Updated Progress Report 9/1/23:**

As per the bar's request, we undertook the task of conducting an audit, and results of the analysis to determine whether the transcripts are correct and complete for each student who has attended the law school for any period of time since summer 2020 carried out by PCL's administrator are presented below.

We produced a complete list of students who attended or matriculated into the People's College in Law. We took into account everyone from the summer of 2020 through the spring of 2023. This list was sent to the Bar on the 25th.

Todd Hill and Shonique Williams have received their transcripts previously in both printed and electronic formats and were thus excluded from the transcript audit. Additionally, Martin Flores audited classes, as we soon discovered after beginning the audit, so he is excluded as well.

We sent out Populi generated emails, which we wrote and copied lawschoolregulation@calbar.gov on an individual basis to each of the remaining students. These emails were generated one at a time and included a file as well as a Populi link to the records online. At the time of writing, most have not responded. Anna Hernandez has not responded to any of our attempts to contact her, including this one.

Students with expired emails are REDACTED, REDACTED, REDACTED, and REDACTED. We will continue to find these students. Two students reported discrepancies. REDACTED had one correct grade in a class that did not appear in the transcript and one incorrect grade listed as not complete. We are addressing these issues as they appear to be a bug in the system.

REDACTED has similar issues in that he has class grades entered into the grade book but they do not appear in the transcript form. These issues will be solved this week.

That is the extent of our difficulties with the transcripts.

### **PCL Update progress report as of 10/1/23:**

PCL conducted an internal audit to identify possible transcript problems, as suggested by the State Bar. The Administrator concluded that there were 52 students enrolled at PCL at some point within the past two years. The Administrator sent an email to each of the 52 students and requested that they take an opportunity to review their transcript for omissions, errors or irregularities and report any such issues to the Administrator. Of the 52 students, 2 responded to state that they had a discrepancy on their transcript.

The following is an update to previous issues discussed in the September 1, 2023, Progress Report:

- A. Patricia Salazar at the California Bar has reported to the school that REDACTED did receive certification and this email was sent to the law school regulation email.
- B. REDACTED and REDACTED had errors on their transcripts due to a technical error in Populi that was corrected by the Administrator.
- C. REDACTED reported there were no errors on her transcript.
- D. We will continue to try and reach REDACTED, REDACTED, and REDACTED.

2. **FURTHER MOVE**, that the committee direct PCL to update the committee as to its compliance in general, and as to each aspect noted above, including confirming whether any additional refunds are due pursuant to rule 4.241, and explaining why at

**least one student was not included on its original refund list when the law school was aware that a refund was due for that student.**

### **Updated Progress Report 9/1/23:**

In accordance with Rule 4.241. After careful review of the situation, there are no additional refunds are deemed due beyond those already processed.

As of August 1, 2023, PCL has done a complete compliance audit of Rule 4.241 for the 2022-2023 school year and has issued the appropriate refunds as requested by the June 2023 CBE motion. Our previous report mentioned one student who was not issued a refund. This refund was not for the 2022-2023 school year. PCL is being proactive and in preparation of its October 2023 site visit, has begun auditing student records for between 2020 and 2022. This additional audit will be complete by September 31, 2023. As appropriate, PCL will issue any potential refunds or fee reversals at the conclusion of this audit.

REDACTED refund not paid on August 1, 2023 (paid on August 8, 2023): On August 1, 2023, PCL was not aware that a refund was due to REDACTED for the 2022-2023 school year pursuant rule 4.241 because REDACTED did not enroll for the 2022-2023 school year. Instead, PCL conducted a 4.241 audit of REDACTED records dating back to 2020 through 2022. Furthermore, his account required investigation of bank records that were not available prior to August 1, 2023 – bank records became available on August 4, 2023. After reviewing the newly available bank records on the next business day, August 7, 2023, PCL verified that REDACTED made a payment on 12/31/2021. Based on this verified information, it was determined that REDACTED was owed a refund pursuant rule 4.241 and a check was issued and mailed to REDACTED the next business day on August 8, 2023. No further funds are due to REDACTED.

To ensure future compliance with Rule 4.241, PCL will strictly enforce its existing policy of requiring a signed disclosure and adhering to all requirements of rule 4.241 before allowing students to register for an academic term and creating an invoice. In addition, PCL has adopted a policy of quarterly audits to ensure the enforcement of such policy and immediate refund or reversal of fees for any payment not in compliance with Rule 4.241.

### **Updated Progress Report 10/1/23:**

PCL conducted an internal audit for the 2022-2023 academic year regarding student's who were owed refunds. PCL also reviewed a student, REDACTED, who was of the belief he should also receive a refund. REDACTED refund was issued on August 8, 2023. All of the other students identified have also been refunded.

- 3. FURTHER MOVE, the committee direct the law school update the committee no later than the September progress report progress report as to its space plans and provide documentation of its right to access the space, filing a timely major change as soon as practicable.**

### **Updated Progress Report 9/1/23:**

PCL continues to be the sole legal owner of the building. Unless, and until, the transaction is consummated, PCL continues to have the right to occupy and lease the building. Although there is an escrow pending, the sale has not closed, and will not close until PCL decides, given that PCL has the

option, to not close escrow until the end of May 2024. PCL negotiated these terms to ensure that it had a location to operate the school during the 2023-2024 academic year given the uncertainty of the real estate market.

I have attached the documentation of our rights to access the space in **attachment A**.

Refurbishing of classrooms and student spaces are underway and are on-track to be completed by September 5, 2023. The refurbishing plan encompasses these aspects:

Removal and replacement of drywall for a designated section of the wall in Classroom A.

Preparations for Room Number 2, involving crack openings to facilitate the installation of new putty and surface preparation for painting.

Installation of new putty on the ceiling, followed by preparatory steps for the painting process. Removal and reinstallation of lights and curtain rods.

I have attached the correspondence concerning the refurbishment activities in **Attachment**

#### **BCompleted work:**

- Cleaned and sanitized the student lounge and prepared it for drywall repair
- Cleaned Classroom B and prepared it for drywall repair
- Cleaned Classroom A and prepared it for drywall repair
- Replaced broken window pane in Classroom A
- Removed old carpet in Classroom A
- Cleaned hallways
- Cleared room that will be used as a temporary library and prepared it for installation of bookcases

#### **Work to be completed over the weekend by the handyman (work starts 9/1 and will be completed on 9/2):**

- Drywall repair and paint touch-up - Classroom A
- Drywall repair and paint touch-up - Classroom B
- Drywall repair and paint touch-up - Student Lounge
- Remount fluorescent light fixtures

#### **Work to be completed by volunteers on 9/3 and 9/4:**

- Installation of bookcases in temporary library
- Organizing new library books in the temporary library
- General cleaning and sanitizing of classrooms and student spaces.

#### **Updated Progress Report 10/1/23:**

The repairs were finished and instruction in the building is ongoing.

#### **4. Todd Hill Courses**

#### **Updated Progress Report 6/1/23:**

We are pleased to inform you that as of May, the final course, the Internship Course, is also ready for submission and is included with this report. With this, we are excited to announce that the

program of instruction for Todd has been completed in its entirety.

**Updated Progress Report 7/1/23:**

Roger Aramayo, our administrator, is currently in ongoing communication with Todd Hill regarding the upcoming courses for next year. They are in the process of finalizing the dates and times for these classes.

**Updated Progress Report 8/1/23:**

The classes Todd was enrolled in have been awarded the appropriate credit, and his grade has been duly fixed.

**Updated Progress Report 9/1/23:**

The classes REDACTED was enrolled in have been awarded the appropriate credit. His grade has been modified with the correct number of credits to reflect REDACTED timesheets in the legal clinic. His transcript was mailed on August 17, 2023 (Please see the attached receipt from Federal Express in **Attachment C**).

**Updated Progress Report 10/1/23:**

There are no current updates in regard to this situation. PCL has contacted REDACTED and made multiple attempts to offer him a 4th year of law instruction. As of September 30, 2023, REDACTED has not made an attempt to enroll in a 4th year at PCL.

## **5. Disclosures**

**Updated Progress Report 6/1/23:**

PCL has enclosed the updated information in a letter dated June 1, 2023- Response to Natalie Leonard, State Bar Staff.

**Updated Progress Report 7/1/23:**

PCL has diligently addressed the need for accurate implementation of disclosure statements as mandated by Guideline 2.3(D)(1)-(3), Business and Professions Code section 6061.7, and Rule 4.241. We have taken necessary corrective measures to ensure the accurate and complete implementation of these disclosures.

Regarding the refund process, we have identified certain students who will be eligible for refunds. These students include those for whom their disclosures couldn't be located in our records, as well as those who made payments before receiving the disclosures.

We understand the importance of providing timely refunds to these eligible students and are committed to processing them in a prompt manner. As such, refunds will be issued to these students in mid to late August.

**Updated Progress Report 8/1/23:**

PCL has conducted an audit to verify Rule 4.241 compliance for all students enrolled in the 2022-2023 academic year. Based on our examination, the following non-compliant fees have been identified and are to be refunded to the respective students:

1. **REDACTED**

- Fall 2022: REDACTED
- Spring 2023: REDACTED

Total Refund: REDACTED

Refund Issued on 8.01.23

2. **REDACTED**

- Spring 2023: REDACTED

Total Refund: REDACTED

Refund Issued on 8.01.23

3. **REDACTED**

- Winter 2022: REDACTED
- Spring 2023: REDACTED

Total Refund: REDACTED

Refund Issued on 8.01.23

4. **REDACTED**

- Spring 2023: REDACTED

Total Refund: REDACTED

Refund Issued on 8.01.23

5. **REDACTED**

- Fall 2022: REDACTED

Total Refund: REDACTED

Refund Issued on 8.01.23

6. **REDACTED**

- Winter 2022: REDACTED
- Spring 2023: REDACTED

Total Refund: REDACTED

Refund Issued on 8.01.23

For a detailed breakdown of this information, please consult **Attachment A**.  
Additionally, receipts and proof of refunds are enclosed in **Attachment B**.

**Updated Progress Report 9/1/23:**

As of August 1, 2023, PCL has done a complete compliance audit of Rule 4.241 for the 2022-2023 school year and has issued the appropriate refunds as requested by the June 2023 CBE motion. Our previous report mentioned one student who was not issued a refund. This refund was not for the 2022-2023 school year. PCL is being proactive and in preparation of its October 2023 site visit, has begun auditing student records for between 2020 and 2022. This additional audit will be complete by September 31, 2023. As appropriate, PCL will issue any potential refunds or fee reversals at the conclusion of this audit.

REDACTED refund not paid on August 1, 2023 (paid on August 8, 2023): On August 1, 2023, PCL was not aware that a refund was due to REDACTED for the 2022-2023 school year pursuant rule 4.241 because REDACTED did not enroll for the 2022-2023 school year. Instead, PCL conducted a 4.241 audit of REDACTED records dating back to 2020 through 2022. Furthermore, his account required investigation of bank records that were not available prior to August 1, 2023 – bank records became available on August 4, 2023. After reviewing the newly available bank records on the next business day, August 7, 2023, PCL verified that REDACTED made a payment on 12/31/2021. Based on this verified information, it was determined that REDACTED was owed a refund pursuant rule 4.241 and



a check was issued and mailed to REDACTED the next business day on August 8, 2023. No further funds are due to REDACTED.

To ensure future compliance with Rule 4.241, PCL will strictly enforce its existing policy of requiring a signed disclosure and adhering to all requirements of rule 4.241 before allowing students to register for an academic term and creating an invoice. In addition, PCL has adopted a policy of quarterly audits to ensure the enforcement of such policy and immediate refund or reversal of fees for any payment not in compliance with Rule 4.241.

### **Updated Progress Report 10/1/23:**

PCL has stringently adhered to enforcing its policy of requiring a signed disclosure from all students prior to allowing them to make payment for the academic term. Every student who has paid for the Fall Quarter 2023 has a signed disclosure on file.

### **PROPOSED ANNOTATED SUMMARY AND RESTATEMENT OF PEOPLES COLLEGE OF LAW PROBATIONARY STATUS EFFECTIVE DECEMBER 2, 2022 – MAY 30, 2024**

**1. Guidelines 1.9 and 2.10:** To demonstrate full compliance, the school should demonstrate that it has adopted adequate procedures to properly document applications for accommodations and decisions in student files, to secure health records against unauthorized disclosure, and to effectively administer the school's privacy policy. While the law school advised that as of November 2022 it had adopted and posted a compliant policy, later status reports indicate that the policy is in draft stage and is still being finalized as of March 1, 2023.

Since the December 2, 2022 committee meeting, staff has received two complaints from students regarding the policy's availability and application, and State Bar staff requested information related to these complaints. (Student A complaint, January 2023; Student B complaint, March 2023.)

**Outstanding Action:** The law school must demonstrate in its April 2023 progress report that it has created and implemented compliant procedures for reasonable accommodations and responded to the compliance issues raised by the student complaints, and resolved the conflict that appears to be present in the law school's prior responses.

### **PCL's Response 5/1/23:**

Regarding the creation and implementation of compliant procedures the PCL student handbook outlines a process for applying for accommodations. It states in part:

A student who has a disability, long term or short term, and wants accommodation for it at PCL in taking exams or doing other academic work, must submit a written request for accommodation to the PCL Administrator.

The request must state (a) what the disability is, (b) how it interferes with the student's ability to take exams or do other academic work, (c) what accommodations are requested and (d) how long the student requests the accommodations to be in effect. The request must be accompanied by a statement from a physician or other qualified professional stating, at a minimum, what the disability is and what accommodations should be given. The student may, in addition, submit other types of support for the request, such as verification of accommodations from undergraduate institutions or on the LSAT, and any other information and documentation the student believes is relevant to the request. Students must not send original documents, but should keep their original documents along with copies of everything they submit.

Entering students are urged to apply during the first week of August. Continuing students are urged to

apply as soon as they are aware of the need for accommodation. Students should use all reasonable efforts to submit a request and documentation no later than six weeks before an exam. While PCL will make its best effort to process a student's request for accommodation promptly, a request can be denied if there is insufficient time to gather and evaluate the appropriate information. PCL may determine to request independent evaluations before granting or extending a requested accommodation.

The Administrator must send the request and all documents submitted in support of it to the Dean and the Executive Committee. The Dean will make the initial decision on the request, and must notify the student and the Executive Committee of the decision in writing. The decision must state whether the accommodation is granted, in whole or in part, and if granted, how long the student's accommodation will be in effect. After expiration of the time the accommodation is in effect, or within 60 days before the end of that time, the student may request renewal of the same or a similar accommodation, and must do so according to the same provisions as stated above.

The decision, whether denying the accommodation, or granting it in whole or in part, and the time during which it is in effect, is reviewable by the Executive Committee. The Executive Committee must review it if the student requests review within thirty days after receiving the decision from the Dean. The Executive Committee may review the decision even without a request for review, if the Executive Committee decides to do so thirty days after receiving the decision from the Dean. The Executive Committee must notify the student and the Dean of its decision on review within sixty days after the student's request for review or the Committee's own decision to review. There is no further right to review in PCL. However, the student may submit to any member of the Community Board a written request that the Community Board review the decision of the Executive Committee, and the Community Board may decide to review or not to review, in whole or in part.

Accommodations may consist of additional time to take exams or do other academic work, and may consist of any other reasonable accommodation. However, the maximum additional time for the exam or work may not exceed twice the time allowed to students who do not have accommodations for the exam or work, unless, on review, the Community Board determines that more than twice the time is warranted and reasonable.

In general, PCL will try to follow the policies of the State Bar of California for the Bar Exam and the First Year Law Students Exam regarding types of disabilities and types of accommodations in exams. As of February 2020, the State Bar's website states the following about those policies (at <http://www.calbar.ca.gov/Admissions/Examinations/Requesting-Testing-Accommodations>):

To address the issues regarding the availability of the testing accommodation application PCL will create a new tab on the PCL website labeled Testing Accommodations. Here, students will be able to download the most recent accommodations request form. This form will be available for download to all current, and prospective students. Additionally, the accommodation language referenced above will be added to the body of the page.

Further, we are pleased to report that our new website has launched as of April 28, 2023. However, we acknowledge that the page providing information on how to apply for accommodations still needs to be added to the site, along with other necessary updates.

Our development team estimates that it will take approximately 6 weeks to complete these updates, and we are committed to completing them as soon as possible. We recognize the significance of providing accurate and comprehensive information on this matter, and appreciate the opportunity to work with the Bar to ensure that all students have access to the necessary accommodations.

Additionally, student complaints that have been raised by one student have been resolved and accommodations have been provided.

PCL has recently received a complaint from a student with initials REDACTED. The complaint will be responded to within the allotted time for a response and a copy will be made available to the State Bar, if this is the conflict that the State Bar is referring to. If not further clarification is needed by the State Bar.

**PCL's Response 6/1/23:**

PCL has finished the update to the website regarding the accommodations page. On the website, the button can be found under current students. The current students tab has a button entitled accommodations.

The accommodations page clearly states the school policy, provides a timeline for the accommodations process and provides a form in which students can easily download and submit to the school.

The administrator will then ensure all forms are complete, including documentation from the healthcare provider, if applicable before they are sent to the dean for review.

**PCL's Response 7/1/23:**

The accommodations page on our website has been successfully updated as mentioned in the previous report. Students can access it under the "Current Students" tab, where they will find the school policy, a timeline for the accommodations process, and a downloadable form. Our administrator is ensuring all forms are complete before sending them to the dean for review. We remain dedicated to providing a smooth accommodations process for our students.

**PCL's Response 8/1/23:**

PCL retains the same policy and no change has been made.

**PCL's Response 9/1/23:**

The accommodations page on our website has been updated, as mentioned in the previous report. Students can access the policy and accommodations request form under the "Current Students" tab, where they will find the school policy, a timeline for the accommodations process, and a downloadable form. The administrator is ensuring all forms are complete before sending them to the dean for review.

PCL will send an email to students at the beginning of the school year reminding them to review the student handbook and to remind the students of the process for requesting accommodations.

**PCL's Response 10/1/23:**

The accommodations page is up to date on the website and Student Handbook. A reminder email will be sent to students on 10/2/23 to review their student handbook and to review PCL's accommodations page.

In addition, students and all PCL community members received a quarterly email reminding them of the Student Privacy Policy. Extra efforts are being made in committee and board meetings to ensure that PCL's student privacy policy is properly administered. Students are not referred to by name or other identifying information in meetings when there are other students present at the meeting. The Interim Dean recently sat in on an FCC meeting where a Committee Member stated, "For security reasons, we will not mention any students by name as there are student members of this committee present."

The Student Privacy Policy is as follows:

## Student Privacy Policy:

### Disclosures Generally\*

In order to ensure the privacy of students, the Administrator, the Registrar, the Dean, and all officers, and members of committees, members of the Community Board, employees and Faculty Members are to exercise adequate caution when speaking about students and student situations at PCL. This includes discussions regarding student financial, academic, and disciplinary records.

\*PCL will not disclose, without a student's consent, information about the student, including grades, grade average, class schedule, address or telephone number, or other private information, unless:\*

- (A) Required by law, including administrative subpoena or court order;
- (B) The information is requested by the State Bar of California or a Committee of the State Bar;
- (C) The information is requested by an accrediting agency that has accredited PCL or to which PCL has applied for accreditation; or
- (D) In case of emergency, to the extent the person making the disclosure reasonably believes needed for the emergency.

This policy applies to Peoples College of Law and all its directors, officers, employees, committee members and volunteers.

These policies on Student Privacy are intended to protect students and enhance their ability to openly and honestly discuss issues relating to their experience at PCL.

### \*Student Records\*

Under PCL policies, PCL students have the following rights:

- \* To review their own student records within a reasonable time after the student submits a written request for access. PCL maintains several types of student records in various locations and may need time to process this request. A notification from the Administrator or Registrar as to additional time that will be needed will be issued within a reasonable time frame.
- \* To request amendment of their own student records if they believe the records are inaccurate or misleading. Students should submit a written request to the Administrator or Registrar specifying the portion of the record the student wants changed and why it is believed to be inaccurate or misleading. That office will determine whether the record should be changed and notify the student of the decision, including of the right to a hearing and hearing procedures, in accordance with PCL policies on grievances outlined in the student Handbook.

### \*Non-Disclosure of Status as Current or Former Student or Applicant\*

\*PCL will not disclose, without the person's consent, whether the person is or is not a current or former PCL student or applicant, unless:\*

- (A) Required by law, including administrative subpoena or court order;
- (B) The information is requested by the State Bar of California or a Committee of the State Bar;
- (C) The information is requested by an accrediting agency that has accredited PCL or to which PCL has applied for accreditation;
- (D) In case of emergency, to the extent the person making the disclosure reasonably believes needed for the emergency.

A person acting for PCL, if asked for this information, must reply that PCL does not disclose such information.

However, PCL will disclose whether the person is or is not a current or former PCL student or applicant if the person, at the time of disclosure, is a member of the State Bar of California. This policy applies to Peoples College of Law and all its directors, officers, employees, committee members and volunteers.

#### \*Procedures for Administration of Student Privacy Policy\*

\*If the Administrator, the Registrar, the Dean, or any officer, member of any committee, member of the Community Board, employee or Faculty Member receives any request for document or information that is private or not to be disclosed as provided in this Student Privacy Policy, they are to notify the Administrator,\* \*and the Administrator shall act on the request in compliance with this Student Privacy Policy.\* In acting on this request, the Administrator shall consult with the Dean.

For each Academic Quarter, the Administrator shall distribute a reminder of this Student Privacy Policy, with its full contents, to the Registrar, the Dean, and all officers, members of committees, members of the Community Board, employees and Faculty Members, by automatically scheduled email or otherwise.

**2. Guideline 2.2(B):** To bring itself into full compliance, the school should demonstrate that its refund policies have been stated clearly and consistently in its publications.

The law school appears to have a compliant refund policy regarding those who withdraw. The law school does not appear to have a compliant policy of providing refunds to students when the law school does not comply with Rule 4.241 and California Business and Professions Code section 6061. See item 4 for more detail.

**Outstanding Action:** The law school must document full compliance with Rule 4.241, including providing any refunds that are required under the rule, and provide evidence of compliance in its April 2023 progress report.

**PCL's Response 5/1/23:**

PCL will provide refunds where required by Rule 4.241. Proof of refunds will be made available to the State Bar thereafter.

**PCL's Response 6/1/23:**

We have developed a timeline for providing the required refunds to the specific students. Please find the timeline below, taking into account the approval process by the PCL Board of Directors:

**1. June 18: Board Meeting - Refunds Approval**

- Include the item regarding refunds on the agenda for the PCL Board of Directors meeting.
- Present the refund proposal to the board for their review and approval.
- Seek necessary discussions and deliberations to obtain the board's consent on issuing the refunds.

**2. June 19 - July 31: Refund Calculation and Processing**

- Once the refunds have been approved by the Board, initiate the process of calculating the exact refund amounts for each affected student, considering any applicable criteria as per Rule 4.241.
  - Prepare detailed documentation and evidence to support the refund calculations and compliance with the rule.
  - Notify the identified students about the approved refunds and provide them with the necessary information regarding the refund process and timelines.
- 3. August 1 - 15: Refund Issuance**

- Finalize the refund amounts for each student based on the approved calculations.
- Prepare and issue the refund payments, ensuring they are disbursed to the respective students in a timely manner.
- Maintain accurate records of the refund transactions and ensure proper documentation for auditing and compliance purposes.

By following this timeline, we aim to provide the required refunds to the specific students in accordance with Rule 4.241. It is essential to obtain the approval of the PCL Board of Directors during their June 18th meeting to proceed with the refund process. Once approved, we will promptly calculate, process, and issue the refunds to the affected students. Our goal is to finalize and complete the refund issuance by mid-August, ensuring compliance with the Bar's requirements and demonstrating our commitment to rectifying any discrepancies promptly.

**PCL's Response 7/1/23:**

The PCL Board of Directors recognizes the importance of student refunds and has scheduled a dedicated discussion on this matter during the upcoming board meeting on July 16, 2023. Due to the ongoing process of electing a new slate of directors, the agenda item pertaining to student refunds was appropriately deferred until the next regularly scheduled meeting to ensure all relevant parties are present to make informed decisions.

In addition to the upcoming board meeting, the PCL Board of Directors has recently passed critical votes in June, including decisions regarding the purchase of a new building and associated logistical considerations. These matters required careful attention and deliberation from the board members. However, the issue of student refunds remains a priority, and the board is committed to addressing it in a timely manner.

Following the board meeting, the PCL administrator and dean will promptly reach out to eligible

students and initiate the refund process in accordance with the applicable guidelines and regulations, including Rule 4.241 and California Business and Professions Code section 6061. We understand the importance of providing refunds to students when the law school fails to comply with the specified requirements, and we are dedicated to rectifying any instances where our refund policy may have fallen short of compliance.

We appreciate the Board's oversight and guidance in ensuring that our refund policies are fully compliant and transparent. The PCL administration is committed to maintaining clear communication and consistency in our publications to provide students with the necessary information regarding our refund policies. We will continue to review and refine our policies to align with the expectations set forth by the Board and the relevant regulations.

**PCL's Response 8/1/23:**

PCL has conducted an audit to verify Rule 4.241 compliance for all students enrolled in the 2022-2023 academic year. Based on our examination, the following non-compliant fees have been identified and are to be refunded to the respective students:

**1. REDACTED**

- Fall 2022: REDACTED
- Spring 2023: REDACTED

Total Refund: REDACTED

Refund Issued on 8.01.23

**2. REDACTED**

- Spring 2023: REDACTED

Total Refund: REDACTED

Refund Issued on 8.01.23

**3. REDACTED**

- Winter 2022: REDACTED
- Spring 2023: REDACTED

Total Refund: REDACTED

Refund Issued on 8.01.23

**4. REDACTED**

- Spring 2023: REDACTED

Total Refund: REDACTED

Refund Issued on 8.01.23

**5. REDACTED**

- Fall 2022: REDACTED

Total Refund: REDACTED

Refund Issued on 8.01.23

**6. REDACTED**

- Winter 2022: REDACTED
- Spring 2023: REDACTED

Total Refund: REDACTED

Refund Issued on 8.01.23

For a detailed breakdown of this information, please consult **Attachment A**. Additionally, receipts and proof of refunds are enclosed in **Attachment B**.

**PCL's Response 9/1/23:**

As of August 1, 2023, PCL has done a complete compliance audit of Rule 4.241 for the 2022- 2023 school year and has issued the appropriate refunds as requested by the June 2023 CBE motion. Our previous report mentioned one student who was not issued a refund. This refund was not for the 2022-2023 school year. PCL is being proactive and in preparation of its October 2023 site visit, has begun auditing student records for between 2020 and 2022. This additional audit will be complete by September 31, 2023. As appropriate, PCL will issue any potential refunds or fee reversals at the conclusion of this audit.

REDACTED refund not paid on August 1, 2023 (paid on August 8, 2023) On August 1, 2023, PCL was not aware that a refund was due to REDACTED for the 2022-2023 school year pursuant rule 4.241 because REDACTED did not enroll for the 2022-2023 school year. Instead, PCL conducted a 4.241 audit of REDACTED records dating back to 2020 through 2022. Furthermore, his account required investigation of bank records that were not available prior to August 1, 2023 – bank records became available on August 4, 2023. After reviewing the newly available bank records on the next business day ,August 7, 2023, PCL verified that REDACTED made a payment on 12/31/2021. Based on this verified information, it was determined that REDACTED was owed a refund pursuant rule 4.241 and a check was issued and mailed to REDACTED the next business day on August 8, 2023. No further funds are due to REDACTED.

To ensure future compliance with Rule 4.241, PCL will strictly enforce its existing policy of requiring a signed disclosure and adhering to all requirements of rule 4.241 before allowing students to register for an academic term and creating an invoice. In addition, PCL has adopted a policy of quarterly audits to ensure the enforcement of such policy and immediate refund or reversal of fees for any payment not in compliance with Rule 4.241.

**PCL's Response 10/1/23:**

PCL has no further updates at this time.

**3. Guideline 2.3(B):** To bring itself into full compliance, the school should remove from the Catalog any electives not offered in the past three years or not expected to be offered in the next two years, and inform students in the Catalog that electives are not are taught each year, but are offered from time to time based on student interest and instructor availability. Subsequent to the inspection, the school adopted a compliant policy and updated the Catalog in this area.

**4. Guideline 2.3(D):** To bring itself into full compliance, the school should demonstrate that the disclosure statements required by Guideline 2.3(D)(1)-(3), Business and Professions Code section 6061.7, and Rule 4.241 have been implemented accurately, completely, consistently, and as mandated.

**A. Compliance with Business and Professions Code 6061.7(a)**

During 2022, the State Bar observed that PCL's Business and Professions Code section 6061.7(a) web disclosures and handbook were found to be out-of-date on the law school's website from January through June 2022. Staff reminded the law school to update the disclosures throughout the first half of 2022. PCL did so in May and June 2022. In November 2022, staff informed the law school via email that outdated disclosures appeared again in November 2022. PCL updated the disclosure and advised that this was due to reliance on volunteer work to update the website and that they would contract with information technology professionals to update the website. Since that time, the law school advises that as of March 1, it had selected a vendor and placed a deposit, but a timeline was not available.



**Outstanding Action:** In its April 2023 progress report, the law school must demonstrate that it is in compliance with the data and posting requirements of California Business and Professions Code section 6061.7(a), and document a specific timeline for its updated process, since it advises that the current process is insufficient to ensure sustained compliance.

**PCL's Response 5/1/23:**

PCL contracted with an internet technology professional on February 28, 2023 to rebuild, optimize and upgrade the PCL website and migrate onto a different web host. PCL has also addressed our email issues and upgraded to G SUITE. As of today the website is fully migrated and we are working with the vendor to update all relevant information, documents, etc. Our development team estimates that it will take approximately 6 weeks to complete these updates, and we are committed to completing them as soon as possible.

As of Friday, April 28 the following materials have been updated:

1. Admissions data
2. Tuition, fees and financial aid
3. Conditional scholarships
4. Enrollment data
5. Average class size

We are currently working with and learning the new platform, and so further adjustments will be made to disclose total staff size. In addition, we are going to construct a new tab for information disclosure and a new tab specifically that explains accommodation policies and an accommodation request form. Again, compliance is ongoing, but we are moving in the right direction and out of date information is only due to very recent changes (made in the last two weeks) during which the website was still in the process of migration. The new website has the advantage of being on a much more stable platform.

**PCL's Response 6/1/23:**

Disclosures on the website and the handbook are up to date. They have been updated with the most current information.

We no longer rely on volunteers for website updates. Administration now manages and maintains our website using Squarespace.

**PCL's Response 7/1/23:**

We want to reiterate that the status remains unchanged from the previous report. The disclosures on our website and handbook are still up to date with the most current information. Additionally, we continue to utilize Squarespace for website management, with the administration handling updates.

**PCL's Response 8/1/23:**

PCL retains the same policy and no change has been made.

**PCL's Response 9/1/23:** Disclosures on the website and the handbook are up to date. As previously stated, they have been updated with the most current information. Furthermore, PCL no longer relies on volunteers for website updates and the Administration now manages and maintains our website. Furthermore, the Administration has calendared quarterly reviews of the website to ensure compliance.D

**PCL's Response 10/1/23:**

PCL has implemented monthly administrative reviews of its website to ensure accurate and complaint information is displayed. Website review and management has become the sole responsibility of PCL's paid Administration.

#### B. Compliance with Rule 4.241

It appears from data provided by the law school that it is not in full compliance with Rule 4.241. This rule requires the law school to: (1) provide specified comprehensive disclosures to students prior to them making a payment for any term, which would be a quarter in the case of PCL; (2) have each student sign a copy of the disclosure statement; and (3) provide each student with a copy of their signed disclosure statement as a receipt. If the school fails to comply, it must refund all fees for that term, including tuition, to the student. Additionally, noncompliance with this rule is cause for withdrawal of registration. The data PCL has provided to date indicates that several students are owed refunds for one or more quarters. The law school updated its disclosure statement policy in January 2023, but it does not appear that PCL has been acting in accordance with its policy.

State Bar staff has taken significant action to address this issue:

On December 8, 2022, State Bar staff requested the signed disclosures for one particular student who had completed three years of study. On December 30, the law school advised that it forwarded all disclosures that it had in its possession for the student, delivering one unsigned disclosure for one term, without evidence that it had been distributed to the student. On January 6, State Bar staff advised the law school that the disclosure was unsigned and asked the law school to provide evidence of compliance or provide a refund to the student by January 13 for that term as well as for any other term for which the law school did not comply with the Rule 4.241 process.

The law school did not respond by January 13.

On January 18, State Bar staff repeated its request regarding that student, and expanded the request by asking the law school to demonstrate compliance as to Rule 4.241 for all students enrolled during the 2022-2023 school year or provide refunds as required by the rule.

Later that day, on January 18, PCL's dean advised that the response had been completed but was still lodged in her draft folder. When she sent it, the response only addressed the disclosures for the original student, indicating that some more information had been found, and did not respond to the request as to the other students.

On January 26, PCL provided additional information regarding the first student including a recently located signature page, but still did not provide information regarding the other students enrolled during the 2022-2023 school year.

On February 1, PCL provided additional disclosures for the original student with the subject line "Newly Found – Tuition Enrollment Agreements."

On February 7, State Bar staff was scheduled to meet with PCL to determine why the law school had not demonstrated compliance. The law school postponed the meeting, rescheduling to February 13.

On February 13, 2023, State Bar staff met with the law school. PCL provided a spreadsheet with some, but not all, of the information requested.

Based on the data PCL provided it appears that:

- At least 6 students did not sign disclosures for the Fall 2022 term
- At least 6 students did not sign disclosures for the Winter 2023 term
- Of the students above, 4 students did not sign a disclosure for either the fall 2022 or winter 2023 terms
- At least one student did not sign a disclosure for the spring 2020 term

- For the fall 2022 term, 13 out of 14 students who signed their disclosures did so in December 2022 or January 2023, which was well after the start of the term and likely after the students had paid tuition for the term
- For the spring 2023 term, 12 of 13 students signed the disclosures between September and December 2022. Significantly, in many cases, the documents reflect that students signed the spring 2023 disclosure before they signed the fall 2022 disclosure. Additionally, the spring 2023 term disclosures appear to have been signed during the period when the Committee was considering whether to terminate the school's registration and before a decision had been made, and it is unclear whether students were provided with full information as to the law school's status.

The spreadsheet provided at the meeting was not fully responsive to the State Bar's requests. The law school needs to show for each student, for each term, that the student received a timely and complete disclosure prior to making a payment for that term, signed it, and received a copy of the signed disclosure. For any instance where PCL cannot demonstrate compliance, it must provide a refund to the student for that term.

The law school also indicated that it implemented a new procedure in January 2023 to ensure compliance, but PCL's data indicates that not all students signed the disclosure for the term beginning in January 2023, so that procedure appears to need further modification.

At the meeting, PCL agreed to provide an update demonstrating compliance complete its analysis, but no update has been received. after the exam period and include it in the March progress report. The law school did provide a copy of the disclosure that they indicate was distributed to all students at the start of the fall 2022 term, but no further update has been received since February 13.

Staff provided courtesy reminders on February 21 and March 16.

**Outstanding Action:** The law school must demonstrate for the original student identified and for each student enrolled during the fall 2022 or spring 2023 term, for , that the student received a timely and complete disclosure prior to making a payment, signed it, and received a copy of the signed disclosure. For any instance where PCL cannot demonstrate compliance, it must provide a refund to the student for that term. PCL must document compliance it is April 2023 progress report.

#### **PCL's Response 5/1/23:**

PCL will provide refunds where required by Rule 4.241. Proof of refunds will be made available to the State Bar thereafter.

PCL would like clarification in regards to this paragraph provided by the State Bar, " On December 8, 2022, State Bar staff requested the signed disclosures for one particular student who had completed three years of study. On December 30, the law school advised that it forwarded all disclosures that it had in its possession for the student, delivering one unsigned disclosure for one term, without evidence that it had been distributed to the student. On January 6, State Bar staff advised the law school that the disclosure was unsigned and asked the law school to provide evidence of compliance or provide a refund to the student by January 13 for that term as well as for any other term for which the law school did not comply with the Rule 4.241 process," PCL would like to seek clarification that the student in question is Todd Hill so that we may process a refund.

#### **PCL's Response 6/1/23:**

We have developed a timeline for providing the required refunds to the specific students. Please find the timeline below, taking into account the approval process by the PCL Board of Directors:

##### **1. June 18: Board Meeting - Refunds Approval**

- Include the item regarding refunds on the agenda for the PCL Board of Directors meeting.
- Present the refund proposal to the board for their review and approval.
- Seek necessary discussions and deliberations to obtain the board's consent on issuing the refunds.

## 2. June 19 - July 31: Refund Calculation and Processing

- Once the refunds have been approved by the Board, initiate the process of calculating the exact refund amounts for each affected student, considering any applicable criteria as per Rule 4.241.
- Prepare detailed documentation and evidence to support the refund calculations and compliance with the rule.
- Notify the identified students about the approved refunds and provide them with the necessary information regarding the refund process and timelines.

## 3. August 1 - 15: Refund Issuance

- Finalize the refund amounts for each student based on the approved calculations. - Prepare and issue the refund payments, ensuring they are disbursed to the respective students in a timely manner.
- Maintain accurate records of the refund transactions and ensure proper documentation for auditing and compliance purposes.

By following this timeline, we aim to provide the required refunds to the specific students in accordance with Rule 4.241. It is essential to obtain the approval of the PCL Board of Directors during their June 18th meeting to proceed with the refund process. Once approved, we will promptly calculate, process, and issue the refunds to the affected students. Our goal is to finalize and complete the refund issuance by mid-August, ensuring compliance with the Bar's requirements and demonstrating our commitment to rectifying any discrepancies promptly.

### **PCL's Response 7/1/23:**

The PCL Board of Directors recognizes the importance of student refunds and has scheduled a dedicated discussion on this matter during the upcoming board meeting on July 16, 2023. Due to the ongoing process of electing a new slate of directors, the agenda item pertaining to student refunds was appropriately deferred until the next regularly scheduled meeting to ensure all relevant parties are present to make informed decisions.

In addition to the upcoming board meeting, the PCL Board of Directors has recently passed critical votes in June, including decisions regarding the purchase of a new building and associated logistical considerations. These matters required careful attention and deliberation from the board members. However, the issue of student refunds remains a priority, and the board is committed to addressing it in a timely manner.

Following the board meeting, the PCL administrator and dean will promptly reach out to eligible students and initiate the refund process in accordance with the applicable guidelines and regulations, including Rule 4.241 and California Business and Professions Code section 6061. We understand the importance of providing refunds to students when the law school fails to comply with the specified requirements, and we are dedicated to rectifying any instances where our refund policy may have fallen short of compliance.

We appreciate the Board's oversight and guidance in ensuring that our refund policies are fully compliant and transparent. The PCL administration is committed to maintaining clear communication and consistency in our publications to provide students with the necessary information regarding our refund policies. We will continue to review and refine our policies to align with the expectations set forth by the Board and the relevant regulations.

### **PCL's Response 8/1/23:**

PCL has conducted an audit to verify Rule 4.241 compliance for all students enrolled in the

2022-2023 academic year. Based on our examination, the following non-compliant fees have been identified and are to be refunded to the respective students:

1. **REDACTED**

- Fall 2022: REDACTED
- Spring 2023: REDACTED

Total Refund: REDACTED

Refund Issued on 8.01.23

2. **REDACTED**

- Spring 2023: REDACTED

Total Refund: REDACTED

Refund Issued on 8.01.23

3. **REDACTED**

- Winter 2022: REDACTED
- Spring 2023: REDACTED

Total Refund: REDACTED

Refund Issued on 8.01.23

4. **REDACTED**

- Spring 2023: REDACTED

Total Refund: REDACTED

Refund Issued on 8.01.23

5. **REDACTED**

- Fall 2022: REDACTED

Total Refund: REDACTED

Refund Issued on 8.01.23

6. **REDACTED**

- Winter 2022: REDACTED
- Spring 2023: REDACTED

Total Refund: REDACTED

Refund Issued on 8.01.23

For a detailed breakdown of this information, please consult **Attachment A**. Additionally, receipts and proof of refunds are enclosed in **Attachment B**.

**PCL's Response 9/1/23:**

As of August 1, 2023, PCL has done a complete compliance audit of Rule 4.241 for the 2022- 2023 school year and has issued the appropriate refunds as requested by the June 2023 CBE motion. Our previous report mentioned one student who was not issued a refund. This refund was not for the 2022-2023 school year. PCL is being proactive and in preparation of its October 2023 site visit, has begun auditing student records for between 2020 and 2022. This additional audit will be complete by September 31, 2023. As appropriate, PCL will issue any potential refunds or fee reversals at the conclusion of this audit.

REDACTED refund paid on August 8, 2023: On August 1, 2023, PCL was not aware that a refund was due to REDACTED for the 2022-2023 school year pursuant rule 4.241 because REDACTED did not enroll for the 2022-2023 school year. Instead, PCL conducted a 4.241 audit of REDACTED records dating back to 2020 through 2022. Furthermore, his account required investigation of bank records that were not available prior to August 1, 2023 – bank records became available on August 4, 2023. After reviewing the newly available bank records on the next business day ,August 7, 2023, PCL verified that REDACTED made a payment

on 12/31/2021. Based on this verified information, it was determined that REDACTED was owed a refund pursuant rule 4.241 and a check was issued and mailed to REDACTED the next business day on August 8, 2023. No further funds are due to REDACTED.

To ensure future compliance with Rule 4.241, PCL will strictly enforce its existing policy of requiring a signed disclosure and adhering to all requirements of rule 4.241 before allowing students to register for an academic term and creating an invoice. In addition, PCL has adopted a policy of quarterly audits to ensure the enforcement of such policy and immediate refund or reversal of fees for any payment not in compliance with Rule 4.241.

**PCL's Response 10/1/23:**

This issue has been resolved. REDACTED has informed us that he received his refund. All other students previously identified as in need of a refund have been issued one.

**5. Guidelines 2.9(A)-(B) and 5.24:** To bring itself into full compliance, the school should demonstrate that the Catalog and other publications set forth the school's academic standards and student assessment policies accurately, clearly, consistently, and as mandated.

The law school's catalog was posted on its web site in draft form, including notes, and included noncompliant policies, from January through May 2022. After multiple staff reminders and a directive from the Committee in March 2022, the law school posted an updated document in May 2022.

Many of the law school's website pages appear out of date, potentially confusing prospective or current students as to PCL's current academic policies. Examples include: the law school's homepage indicates that the admission season for 2021-2022 is open, with the next class starting in fall 2021; recent bar passage data stops with 2019; and many pictures on the virtual tour show the library, which has been unavailable for a number of years after a fire, and the law school is operating under a waiver regarding its library. The law school's progress reports indicate that the law school intends to hire information technology experts to assist with website updates, and to adopt a web platform that can be more easily updated by staff and volunteers, but no timeline is provided for this action.

**Outstanding Action:** The law school must update its website and publications and provide a timeline as to when this process will be complete, in its April 2023 progress report.

**PCL's Response 5/1/23:**

Thank you for your inquiry about the progress of our website development. We are pleased to inform you that the law school's new website was launched on April 28, 2023. The development team has estimated that it will take approximately 6 weeks from the launch date to complete all necessary updates to the website. Our priority is to ensure that the website is fully functional and user-friendly, with a focus on providing a seamless user experience for our students, faculty, and other stakeholders. We understand the importance of timely and effective communication, and are committed to keeping you informed throughout the development process.

**PCL's Response 6/1/23:**

We have made significant improvements to our school's website by addressing outdated pages and establishing dedicated sections to post essential information about the institution and its policies.

We have updated the dates for open enrollment, updated the bar passage data and deleted pictures of the law library.

We recognize the importance of maintaining an up-to-date and informative online presence. As part of our ongoing commitment to enhancing user experience, we are actively working on frequent updates to ensure that our website remains current, informative, and user-friendly.

**PCL's Response 7/1/23:**

We want to assure you that the significant improvements made to our school's website, including addressing outdated pages and establishing dedicated sections for essential information, remain in place. Updates to open enrollment dates, bar passage data, and removal of outdated law library pictures have been implemented. Our ongoing commitment to maintaining an up-to-date and user-friendly website continues.

**PCL's Response 8/1/23:**

PCL retains the same policy and no change has been made.

**PCL's Response 9/1/23:**

PCL has updated its website and publications and continues to make updates to its catalog and website.

**PCL's Response 10/1/23:**

PCL has adopted an administrative policy requiring monthly reviews of the website to ensure information is displayed accurately. Website review and management is performed by PCL's paid administrative staff.

**6. Guideline 2.9(C):** To bring itself into full compliance, the school should adopt, publish, and implement a policy, including oversight provisions, to ensure that students are provided with written statements of the components of course grades. Subsequent to the inspection, the school adopted a compliant policy and provided the State Bar with a copy of that policy.

**7. Guideline 2.9(D):** To bring itself into full compliance, PCL should adopt, publish, and implement a policy on authentication of student work, and discontinue its current practice of allowing students to take in-class exams using devices that are not protected by exam security software.

After the inspection in 2020, the law school purchased commercial software that provided exam security. During the fall semester in 2022, the law school had a technical issue with its software and ordered students to come in to take their exams, though another technical solution was found. The law school is again considering changing its vendor to a vendor it previously rejected. It is unclear whether the switching represents a technical issue or an evolving process. In addition, the law school's policy includes significant exceptions that allow students to take exams unmonitored, limiting the law school's ability to authenticate student work.

**Outstanding Action:** The law school must document how it ensures exam security and authentication of student work, and document its policies and their implementation, and explain how often the exceptions to the policy are invoked and how exam security and authentication of work is handled in those cases, and document this as part of its April 2023 progress report.

**PCL's Response 5/1/23:**

During the Fall Quarter of 2020, PCL adopted the following policy and procedures on authentication of student work:

**POLICY/PROCEDURES TO AUTHENTICATE STUDENT WORK A. Exams:** All exams must be given using

Microsoft Teams. If the exam is given remotely, the monitoring function of Teams must be used. If the exam is given in the classroom, the instructor or a non-student substituting for the instructor must be present during the entire exam to monitor the students. Students who handwrite exam answers must have all their electronic devices turned off. Students who answer the exams by Teams on a computer must have all their other electronic devices turned off. If the exam is given remotely, all students must have their video activated during the entire exam, but exceptions are allowed for students who encounter technical problems that result in the student not being able to have their video activated. (The Faculty-Curriculum Committee notes that exams are given with Microsoft Teams. Teams requires students to register for each exam. The students' exam answers are sent to the Microsoft Teams account and only accessible through Teams. When taking the exams, the students' computer screens are locked upon being opened by the student, and thus the students cannot access other materials while the test is being taken. While taking the exam, the student is observed by the exam proctor through the webcam. The students' exam answers are submitted to the proctor through the students' Microsoft Teams account.)

B. Remote Class Participation: In all classes given remotely every student should have their video activated during the entire class, unless the student has hardware or software issues related to their computer or internet service provider or an extraordinary circumstance. (The Faculty-Curriculum Committee notes that online classes are given via Zoom only. The students attend class via Zoom. The students' names are shown during the class. The students are on camera during the class. Students speak during the classes, and their voices also identify them.)

We are committed to maintaining the integrity of our academic programs and ensuring that all students' work is authentic.

Since the fall of 2022, there have been no exceptions to this policy. Our faculty and staff have worked diligently to ensure that all students are aware of this policy and that all exams are conducted in a monitored setting.

As a result, we do not allow students to take exams unmonitored. This policy has been put in place to protect the integrity of our academic programs and to ensure that all students are held to the same high standards of academic excellence.

### **PCL's Response 6/1/23:**

We would like to provide an updated clarification regarding the examination monitoring and safeguarding tools we employ.

We noticed that there was an editing error in our previous report for 5/1/23, incorrectly stating the use of Microsoft for this purpose. We apologize for any confusion caused.

The accurate information is that we utilize Testinville, an advanced testing platform, to enhance exam integrity and monitor student performance.

Testinville offers robust anti-cheating mechanisms that effectively safeguard the integrity of our exams. Through its comprehensive features, such as randomized question orders, time restrictions, and question banks, Testinville helps ensure a fair and secure testing environment. It detects and prevents cheating attempts through various means, including monitoring browser activities, disabling external applications, and preventing copying and pasting during the test.

The platform aids exam monitoring by providing real-time proctoring capabilities, allowing authorized staff to monitor students remotely during their exams. This feature helps ensure adherence to academic honesty standards while maintaining the convenience and flexibility of online testing. Additionally, Testinville provides comprehensive reporting and analysis tools, allowing us to review test



results, detect anomalies, and identify potential irregularities for further investigation.

We appreciate the advanced features and safeguards offered by Testinvite, which have significantly bolstered our ability to maintain exam integrity and ensure fair evaluations. Moving forward, we will continue to leverage this powerful tool to provide a secure and reliable testing environment for our students.

**PCL's Response 7/1/23:**

We want to reiterate that we continue to utilize Testinvite, an advanced testing platform, to enhance exam integrity and monitor student performance. Testinvite offers robust anti cheating mechanisms, including randomized question orders, time restrictions, and question banks, ensuring a fair and secure testing environment. It actively detects and prevents cheating attempts through various means, such as monitoring browser activities and disabling external applications.

The platform also enables real-time proctoring, allowing authorized staff to remotely monitor students during exams, promoting academic honesty while maintaining the flexibility of online testing. Testinvite provides comprehensive reporting and analysis tools, aiding in reviewing test results, identifying anomalies, and investigating potential irregularities.

We remain appreciative of the advanced features and safeguards provided by Testinvite, which greatly contribute to maintaining exam integrity and ensuring fair evaluations. Our commitment to utilizing this powerful tool for a secure and reliable testing environment continues.

**PCL's Response 8/1/23:**

PCL retains the same policy and no change has been made.

**PCL's Response 9/1/23:**

PCL retains the same policy and no change has been made. PCL continues to use Test Invite to protect its test integrity. Additionally, when PCL returns on campus for in person instruction there will be a proctor present during the testing session. This will be in addition to the use of Test Invite. Further, PCL is exploring the option of transitioning its exam software to Examsoft in the future.

**PCL's Response 10/1/23:**

As mentioned previously in the 10/1/23 report, PCL clearly states its grading components in the current Student handbook. Students have access to the grading rubric and other issues regarding grading components and academic success at all times via PCL's website, where the handbook is posted and available for download.

At the current time, PCL will continue to administer exams utilizing TestInvite in order to enforce exam security. The FCC intends to meet in January 2024 to discuss the possibility of utilizing ExamSoft for its 2024-2025 school year, if not sooner.

**8. Guidelines 2.10 and 5.17:** To bring itself into full compliance, the school should review, revise, and republish its grade review policy to meet guideline requirements. A student complaint alleged that forms related to grade review were inaccessible during the first part of 2022. (Student Complaint, March 2023.)

**Outstanding Action:** The law school must document the grade review process, and establish whether the policy and related forms are available to students, and document this in the law school's April 2023 progress report.

**PCL's Response 5/1/23:**

The law school recognizes the importance of documenting the grade review process and ensuring that the policy and related forms are easily accessible to students.

We are pleased to inform you that PCL is dedicating significant resources to updating our website, with a specific focus on creating a webpage that is dedicated to the grade review process. This page will provide students with all necessary information regarding the process, as well as access to the required forms.

Our new website will be launched on April 28, 2023. While the timeframe for completing all necessary updates is estimated to be approximately 6 weeks from the launch date, we are confident that the grade review page will be available to students as soon as possible. We understand the importance of providing clear and comprehensive information to our students, and are committed to documenting the grade review process and ensuring that the policy and related forms are available to them.

**PCL's Response 6/1/23:**

PCL has updated our website and created a webpage that is dedicated to the grade review process (Attached in **Attachment D**). This page provides students with all necessary information regarding the process, as well as access to the required forms.

We understand the importance of providing clear and comprehensive information to our students, and are committed to documenting the grade review process and ensuring that the policy and related forms are available to them.

**PCL's Response 7/1/23:**

We want to assure you that the website update, as mentioned in the previous report, remains in effect. PCL has created a dedicated webpage specifically for the grade review process. This page serves as a centralized resource for students, providing all necessary information and access to the required forms.

We recognize the significance of offering clear and comprehensive information to our students. Hence, we are committed to maintaining an up-to-date documentation of the grade review process, ensuring that the policy and relevant forms are readily available for their convenience.

**PCL's Response 8/1/23:**

PCL retains the same policy and no change has been made.

**PCL's Response 9/1/23:**

The law school continues to document the grade review policy and has placed the form on the PCL website in order to make it easily accessible to all students.

Additionally, PCL has updated its website to include a specific tab under Current Students with a drop-down menu dedicated to the grade review process. This page provides students with all necessary information regarding the process, as well as access to the required forms.

This is the link that explains the grade review process. The students have access to this link 24 hours a day on the website.

<https://www.peoplescollegeoflaw.edu/gradereview>

### **PCL's Response 10/1/23:**

PCL has clearly posted its Grading Standards on Page 20 of its 2023-2024 Student Handbook.

**9. Guidelines 2.11, 7.1, and 9.1:** To bring itself into full compliance, the school should adopt policies and procedures that are adequate to protect the school's digital records. Subsequent to the inspection, the school purchased Populi, a commercially available package designed for schools containing the safeguards identified in the law school's inspection report.

**10. Guideline 3.1:** To bring itself into full compliance, PCL should demonstrate that it has sufficient administrative capacity to achieve and sustain compliance with the CBE's standards, including written job descriptions for the dean and registrar, and adequate oversight provisions. Subsequent to the inspection, the school increased the paid hours of the administrator, and secured significant volunteer assistance from the dean, the Board, and alumni, resulting in significant progress seen since the inspection. The school also created compliant job descriptions for both the dean and the registrar.

#### **A. Impact of Reliance on Volunteer Work**

In 2022, the law school advised that it hired additional support staff, but eliminated those roles in 2023 without identifying other sources of volunteer or paid staff. Yet, the law school cited reliance on volunteer labor as the reasons for its noncompliance in a number of areas including: 1) the ability to create courses required for students; 2) the ability to keep the website updated; 3) the ability to issue grades timely. Reliance on volunteers does not excuse compliance.

**Outstanding Action:** While the law school is not required to have a particular number of staff, it must have sufficient capacity available to maintain compliance. The law school should demonstrate how it estimates its needs and fulfills those needs, explaining changes in support from 2022 to 2023, and document this in its April 2023 progress report.

### **PCL's Response 5/1/23:**

In response to The Bar's request for information regarding our law school's capacity to maintain compliance, we would like to provide an overview of our current staffing situation and our plans for the future. We acknowledge that we are currently short-staffed, but we have a plan in place to build capacity.

While there is no specific requirement for a certain number of staff, we understand the importance of having sufficient capacity to ensure compliance.

Currently, PCL is operating with a small staff due to limited resources, with only the Dean, administrator and student resource coordinator as paid positions.

Although, PCL's legal clinic coordinator position was vacated it was only a 10 hour a week position and in no way impacted PCL's academic programs.

Additionally, PCL has still maintained two part time development consultants who mainly work on fundraising. One of those new part time development contractors, Allision Domato, currently works to coordinate the remaining PCL legal clinics on a consultancy basis to meet the grant requirements.

As explained in our previous report, PCL accepted an offer to sell our building, which we own outright. The proceeds from this sale will be reinvested into our school's operations, including hiring two additional full-time staff members. One of these hires will be a development person, while the other will be a full-time admissions and registration staff member.

We will continue to keep The Bar informed of our progress as we work towards building our capacity

to ensure compliance and provide the highest quality education for our students.

**PCL's Response 6/1/23:**

We have devised a timeline to hire additional full-time staff members, with a targeted completion date of August 15th. The timeline is as follows:

1. June 1-15: Job Posting and Recruitment

- Develop job descriptions for the development and admissions/registration positions. - Advertise the job openings on relevant platforms and networks. - Conduct initial screening of applications and shortlist candidates.

2. June 16-30: Interviews and Selection

- Conduct interviews with shortlisted candidates for both positions. - Evaluate candidates based on their qualifications, experience, and alignment with our school's mission and values. - Select the most suitable candidates for each role.

3. July 1-31: Onboarding and Training

- Extend formal job offers to the selected candidates.
- Coordinate the onboarding process, including completing necessary paperwork and background checks.
- Develop an orientation and training program for the new hires. - Introduce the new staff members to relevant team members and familiarize them with their respective roles and responsibilities.

4. August 1-15: Finalization and Start Date

- Finalize employment contracts and other administrative procedures. - Ensure the new hires are fully integrated into their respective departments. - Provide any additional training and resources required for their success. - August 15th will serve as the start date for the two full-time staff members, officially marking the completion of the hiring process.

By adhering to this timeline, we are confident in our ability to attract and hire qualified professionals who will contribute significantly to our school's development and admissions/registration processes. We will ensure a thorough and efficient hiring process to expedite the expansion of our staff and optimize the support provided to our students.

**PCL's Response 7/1/23:**

An ad was posted on craigslist.org for the positions of admissions recruitment, development and faculty assistant. The job descriptions for those are attached to the report and the link is enclosed to view the opening positions.

**PCL's Response 8/1/23:**

We have promptly responded to the bar's request and have already initiated the interviewing process for the additional staff positions. As per our schedule, the new positions of Registrar/Development, Administrative Assistant, and School Admissions Recruiter are set to commence on September 5, 2023. This proactive approach will ensure a smooth transition and enable the team to be fully operational by the specified date.

**PCL's Response 9/1/23:**

PCL continues to have two full-time staff members and two contractors who work in development and student bar prep respectively. Job descriptions for the two full time positions are attached.

At present, our faculty is composed of volunteers. For the upcoming academic school year PCL has hired nine licensed attorneys to teach the necessary classes. The overwhelming support for PCL has

allowed us to fill faculty positions for the upcoming fall semester with volunteers. Moreover, we have staffed most of the classes for the winter and spring.

**PCL's Response 10/1/23:**

PCL has 2 full-time salaried staff members, the Dean and Administrator. PCL's relatively new commitment to creating paid roles within the organization helps ensure that the school functions efficiently and with more accountability. By having paid staff who are held responsible for the school's operations, there are more checks and balances on issues that may have caused the State Bar concern, such as in the areas of website maintenance, course creation, and the accurate and timely reporting of grades.

PCL now implements monthly website review. Website reviews and management are performed by the Dean and Administrator.

Academic courses are created by the Dean, with support from PCL's dedicated Faculty and Curriculum Committee(FCC). PCL's last FCC meeting took place on September 29,2023. Plans were initiated to contact faculty members for the Winter and Spring 2024 quarters.

PCL has created and enforced an administrative policy in which the Administrator is responsible for timely inputting of grades. The Faculty is aware that the Dean is available for grading support if they are struggling to timely provide grades for their students.

**B. Impact of Reliance on Student Volunteer Work**

PCL's current model relies on significant student volunteer work. For example, students must perform volunteer work 15 hours per week or pay an additional fee, and students also serve on the governing board. This impacts the time that students have available, and the law school acknowledges that it feels students are already busy, noting in its March 2023 report that students are too busy to fill out faculty evaluations. There is also the potential for conflict of interest or violation of privacy.

**Outstanding Action:** The law school must evaluate the role of student participation to ensure that students have sufficient time to devote to their studies, and the law school has sufficient resources available to sustain compliance. The State Bar remains concerned at the potential for conflict of interest or violation of student privacy, as was expressed at the January 2020 inspection, and seeks further comment from the law school.

**PCL's Response 5/1/23:**

PCL students are not required to "perform volunteer work 15 hours per week or pay additional fee." Accountability hours are 40 hours per year, which roughly translates to 3.3 hours per month since students are open to volunteer during the summer months. PCL's has a school policy in which students are able to perform accountability (volunteer) hours to help reduce the amount of their school tuition. The policy is voluntary and was implemented in the mid 1970's as an alternative to assist students in making tuition more affordable, as is part of the school's mission.

If the student elects to participate in performing accountability hours the student will be offered a reduction of tuition of \$600. The student does not have to participate in voluntary hours and as such each student can monitor their own needs of whether their schedule allows them to participate in accountability hours.

While the social justice mission remains very few students participate in accountability hours, contrary to the spirit of the school in the mid 1970's. To further benefit the student, PCL will be raising its student accountability wage from \$16.78 per hour to \$20 an hour. This wage is higher than the minimum wage standards in the City of Los Angeles. This will reduce the amount of hours that the students will be required to volunteer to meet the \$600 accountability fee.

PCL has revisited the policy in regards to students being a part of the board. PCL understands the State Bar's concerns of the bar and has taken precautionary measures to protect student privacy in disciplinary issues, student concerns, faculty issues. These issues are confidential and are dealt in PCL's Updated Progress Report as of 9/1/23: closed sessions.

Furthermore, students are not privy to transcripts because the administrator fulfills the transcript requests. The school has experienced fewer volunteer efforts. If student volunteers are utilized they are involved in fundraising committees and helping to organize the legal clinic.

**PCL's Response 6/1/23:**

PCL continues its practice as listed above in PCL's response.

**PCL's Response 7/1/23:**

PCL continues its practice as listed above in PCL's response.

**PCL's Response 8/1/23:**

PCL continues its practice as listed above in PCL's response.

**PCL's Response 9/1/23:**

As stated previously PCL students are not required to "perform volunteer work 15 hours per week or pay additional fee." Accountability hours are 40 hours per year, which roughly translates to 3.3 hours per month since students are open to volunteer during the summer months. PCL has a school policy in which students are able to perform accountability (volunteer) hours to help reduce the amount of their school tuition. The policy is voluntary and was implemented in the mid 1970's as an alternative to assist students in making tuition more affordable, as is part of the school's mission.

If the student elects to participate in performing accountability hours the student will be offered a reduction of tuition of \$600. The student does not have to participate in voluntary hours and as such each student can monitor their own needs of whether their schedule allows them to participate in accountability hours.

**PCL's Response 10/1/23:**

PCL students are not required to provide volunteer work in order to attend PCL.

PCL's "Accountability Hours" are provided as an alternative to paying a portion of the tuition, known as the "Accountability Fee." These Accountability Hours are provided as a way to make the school's tuition more affordable for students who may need it, but are not required or encouraged in any way. One might compare PCL's Accountability Hours to a "work-study" program elsewhere. It is offered as a financial aid option for students who request it.

PCL does not rely on or expect students to provide volunteer work.

**C. Overall Ability to Maintain Compliance**

It is unclear whether the law school has sufficient resources to maintain compliance. Examples include:

- a. The law school has not been able to create a fourth-year program of study for a student who was due to begin that study in September 2022.
- b. The law school has not fully implemented its testing accommodation policy first considered in 2020, but not yet implemented. Two complaints regarding the law school's current process have been

received since the Committee's December 2022 meeting. c. When asked to document compliance with Rule 4.241, the law school was challenged to locate the relevant records and has not been able to locate all records after three months of efforts.

d. The law school admitted at least one student on the first day of her classes in fall 2022, and no orientation was provided for her after orientation was conducted one week prior for other students. (Student Compliant January 2023; Staff meeting with Peoples College of Law, February 13, 2023.)

e. The law school did not respond to several requests from State Bar staff to complete its demographic reporting spreadsheet that is part of the law school's annual report. After first requesting updates on December 6, and reminding the law school in writing on several occasions, the material was ultimately provided on February 16, 2023.

**f. Outstanding Action:** The law school must engage sufficient staff and administrative support to maintain compliance with all Rules and Guidelines including responding to State Bar staff requests and probation requirements in a timely manner, and documenting its process to track status, complete and close requests in its April 2023 progress report.

#### **PCL's Response 5/1/23:**

To comply with all Rules and Guidelines, including responding to State Bar staff requests and probation requirements in a timely manner, our law school acknowledges the need to engage sufficient staff and administrative support.

However, currently, we are short-staffed but have a plan to build capacity, as mentioned earlier.

In addition to the plan to document its process and track status, our law school has a timeline to build more capacity. Recently, PCL accepted an offer to sell the building, as of last week. The escrow period is for 60 days and PCL is currently viewing several buildings in the area.

Once the sale is complete, PCL intends to hire two full-time staff members, including one development person and a full-time admissions and registration staff member. This step will help the law school to engage sufficient staff and administrative support to maintain compliance with all Rules and Guidelines, including responding to State Bar staff requests and probation requirements in a timely manner.

We are committed to ensuring that PCL is well-equipped to meet all of its obligations and responsibilities towards its students and the State Bar.

#### **PCL's Response 6/1/23:**

We have devised a timeline to hire additional full-time staff members, with a targeted completion date of August 15th. The timeline is as follows:

##### **1. June 1-15: Job Posting and Recruitment**

- Develop job descriptions for the development and admissions/registration positions.
- Advertise the job openings on relevant platforms and networks.
- Conduct initial screening of applications and shortlist candidates.

##### **2 June 16-30: Interviews and Selection**

- Conduct interviews with shortlisted candidates for both positions.
- Evaluate candidates based on their qualifications, experience, and alignment with our school's mission and values.
- Select the most suitable candidates for each role.

##### **3. July 1-31: Onboarding and Training**

- Extend formal job offers to the selected candidates.
- Coordinate the onboarding process, including completing necessary paperwork and background checks.
- Develop an orientation and training program for the new hires. - Introduce the new staff members to relevant team members and familiarize them with their respective roles and responsibilities.

#### 4. August 1-15: Finalization and Start Date

- Finalize employment contracts and other administrative procedures. - Ensure the new hires are fully integrated into their respective departments. - Provide any additional training and resources required for their success. - August 15th will serve as the start date for the two full-time staff members, officially marking the completion of the hiring process.

By adhering to this timeline, we are confident in our ability to attract and hire qualified professionals who will contribute significantly to our school's development and admissions/registration processes. We will ensure a thorough and efficient hiring process to expedite the expansion of our staff and optimize the support provided to our students.

#### **PCL's Response 7/1/23: (Attachment)**

An ad was posted on craigslist.org for the positions of admissions recruitment, development and faculty assistant. The job descriptions for those are attached to the report and the link is enclosed to view the opening positions.

#### **PCL's Response 8/1/23:**

We have promptly responded to the bar's request and have already initiated the interviewing process for the additional staff positions. As per our schedule, the new positions of Registrar/Development, Administrative Assistant, and School Admissions Recruiter are set to commence on September 5, 2023. This proactive approach will ensure a smooth transition and enable the team to be fully operational by the specified date.

**PCL's Response 9/1/23:** Several Board members have been working approximately 35-40 hours assisting staff with compliance issues and the development and update of policies and procedures.

#### **PCL's Response 10/1/23:**

PCL employs 2 full-time, salaried staff members. Its Board Members and Committee Members remain robustly committed to PCL's success and compliance with the State Bar. PCL's monthly submission of Progress Reports and responses to the State Bar's requests, in addition to managing the daily operations of a law school, are demonstrations of its ability to maintain compliance overall.