

OAK BROOK COLLEGE OF LAW  
PARALEGAL PROGRAM

**2018-2019**

**POLICIES AND PROCEDURES MANUAL AND CATALOG**

Dear Oak Brook College Paralegal Students and Prospective Students:

Please take time to carefully read this Policies and Procedures Manual.

This edition of the Policy Manual and Catalog is effective starting September 1, 2018 through August 31, 2019 and supersedes all previous revisions. As new policies are suggested, they will be considered for implementation in the next edition of the Manual. However, the College reserves the right to implement new policies or to change existing policies as necessary during the course of the academic year.

As you read through this Manual, please make careful note of the policies contained herein.

Peter L. Fear  
Director of Administration

Fresno, California

The College may be contacted using the following information:

Oak Brook College of Law  
7650 North Palm Avenue, Suite 101B  
Fresno, CA 93711

Phone: (559) 650-7755\*  
FAX: (559) 650-7750

\*8:00 A.M. to 3:00 P.M. Pacific Time.

Website: <http://www.obcl.edu/>

Email: [paralegal@obcl.edu](mailto:paralegal@obcl.edu)

Prospective and current students are encouraged to review the following items prior to signing an enrollment agreement:

**Catalog**, which can be download at the following URL:

<http://www.obcl.edu/files/downloads/documents/pl-ppm-catalog-201810.pdf>

**School Performance Fact Sheet**, which can be downloaded at the following URL, and must be provided to you prior to signing an enrollment agreement:

<http://www.obcl.edu/files/downloads/documents/pl-performancefactsheet-201810.pdf>

Our most recently filed **Annual Report**, which can be downloaded at the following URL:

<http://www.obcl.edu/files/downloads/documents/pl-bppe-annualreport-2017.pdf>

## TABLE OF CONTENTS

<b>§1 INTRODUCTION .....</b>	<b>1</b>
<b>§2 GENERAL STATEMENTS OF THE COLLEGE .....</b>	<b>3</b>
§2(1) Statement of Mission, Purpose, and Objectives.....	3
§2(2) Statement of Faith.....	3
<b>§3 GOVERNANCE.....</b>	<b>4</b>
§3(1) Board of Directors .....	4
§3(2) Law School Administration .....	4
<b>§4 ADMISSIONS, WITHDRAWALS, AND TRANSFERS .....</b>	<b>6</b>
§4(1) Admissions.....	6
§4(2) Tuition, Fees, and Financial Aid.....	8
§4(3) Right to Cancel Policy and Refund Policy .....	10
§4(4) Transfer to a Later Class/Leave of Absence .....	12
<b>§5 DESCRIPTION OF THE PARALEGAL PROGRAM .....</b>	<b>12</b>
§5(1) General Overview of the Program.....	12
§5(2) Requirements for Graduation/Completion.....	13
§5(3) Course Descriptions.....	13
<b>§6 ACADEMIC POLICIES GOVERNING THE PARALEGAL PROGRAM .....</b>	<b>15</b>
§6(1) Policies Relating to Examinations and Grades.....	15
§6(2) Course Failure and Repeat Policy .....	17
§6(3) Anticipated Learning Outcomes.....	17
<b>§7 MISCELLANEOUS STUDENT POLICIES.....</b>	<b>17</b>
§7(1) Class Cancellation Policy .....	17
§7(2) Address Correction Policy .....	17
§7(3) Code of Conduct and Moral Character .....	17
§7(4) Policy Changes .....	18
§7(5) Student Grievances .....	18
§7(6) Tutorial Assistance .....	18
§7(7) Writing Assignments .....	18
§7(8) Academic Counseling .....	18
§7(9) Release of Academic Information.....	18
§7(10) Student Records .....	19
§7(11) Miscellaneous fees and charges.....	19
§7(12) Miscellaneous forms .....	19
<b>§8 ELECTRONIC SERVICES AND ACCESS POLICY.....</b>	<b>19</b>
§8(1) Policies .....	19
§8(2) Assignment of Student Website and Email Accounts .....	20
§8(3) Account Duration.....	20
§8(4) Forwarding of Email .....	20
§8(5) Privacy and Security.....	20
§8(6) Limitations on Use .....	21

## **§1 INTRODUCTION**

The purpose of this manual is to promote the effective administration of the programs offered by the Oak Brook College of Law. The policies, practices, and procedures included herein should be adhered to by faculty, administration, and students.

The College reserves the right to change any policies, including but not limited to tuition, fees and charges, units or credit value per course, courses offered, curriculum, grading policies, graduation and degree requirements, and admission standards and policies. Although such changes may be made without notice to students, every effort will be made to notify students in a timely manner of any changes which will substantially affect their studies.

This manual and catalog shall be amended as necessary at the end of each academic year and the revised version made available to the faculty, staff, and enrolled students.

### **Online Paralegal Certificate Program Overview**

The dramatic increase in demand for paralegals is well-known today among those within and outside the legal profession. Promising careers are available to persons who can provide law firms with the knowledge and skill of a competent paralegal. In response to the growth of this profession, numerous paralegal and legal assistant courses are now being offered across the country. With the proliferation of such programs nationwide, it has become necessary to reevaluate what elements are really necessary in the education of a paralegal.

Today, there are many attorneys who recognize that providing legal advice is but one aspect of their calling. Individuals who seek an attorney's services often have significant personal and spiritual problems related to their legal dilemma. These attorneys need individuals who can not only offer assistance in the legal aspects of the problem but who can also give valuable input to the attorney in solving clients' personal problems. This is particularly true in smaller firms and among sole practitioners.

Oak Brook College takes a different approach to the method of paralegal training. In contrast to many other paralegal programs, Oak Brook College emphasizes a Biblical perspective and approach to the responsibilities of a paralegal. The aim of this program is to be as practical as possible, teaching students the basic substance of law and the practical procedures of a legal practice. To that end, this training utilizes correspondence methodology rather than the traditional classroom setting. By incorporating current technology into the training program, students gain the essential skills to locate, organize, and communicate information for effective law office management.

The Paralegal program provides students with an overview of the American legal system, training students in the basic skills of legal research and writing, and giving them a working knowledge of the fundamentals in several areas of law. Although no prior legal experience is required, exposure to a law office and basic concepts of American law will prove to be helpful to the student, both in completing the course and in finding employment upon completion of the program.

### **How does it work?**

The Oak Brook College Paralegal Program is an online, one-year certificate program that qualifies a student to take the Certified Legal Assistant exam upon successful completion of the program. The year is divided into four eleven-week quarters. Classes start in September each year.

Students are enrolled in four courses in each quarter. Each quarter is broken down into 10 one-week lessons and one exam week. There is a one-week break between each quarter.

Courses cover topics in counseling and legal ethics, legal philosophy, writing and reasoning, and areas of substantive law. For each course students are provided with a list of required texts, which are procured separately. For each weekly lesson, the syllabus provides an overview of the subject matter, assigned reading and written assignments. Students are required to submit periodic assignments, which are reviewed and graded by the instructor. In most courses, students will also take a proctored final exam to complete their course grade.

Students receive access to our student website\* where they can read their syllabi, listen to lectures, upload assignments, and have access to assignment and course grades. Students are free to contact the instructor if they have questions or experience any difficulty in their coursework. At the end of each quarter, students take final examinations that are administered by a proctor approved by the College. Students are provided access to the online computer-assisted legal research service LexisNexis. Instructions for accessing LexisNexis are provided to each student after enrollment.

A computer with high speed internet access is required while attending Oak Brook College. The computer must meet the minimum system requirements for the ExamSoft software Exemplify, which is used to administer exams. Paralegal students may use a desktop or laptop.

Exemplify can be used on virtually any modern computer (i.e. purchased within the last 3-4 years). Specific system requirements are listed on the ExamSoft website: <https://examsoft.force.com/etcommunity/s/article/Exemplify-Minimum-System-Requirements>.

Exemplify cannot be used on virtual operating systems such as Microsoft's Virtual Machine, Parallels, VMware, VMware Fusion or any other virtual environments.

To graduate with a paralegal certificate, the student must successfully complete all courses and submit all required documents, while maintaining the minimum required grade point average of 2.0 or higher, and have submitted quarterly reports evidencing the completion of at least 924 study hours (22 study hours per credit; 42 credit hours total).

*\*Access to e-mail and high-speed internet is required.*

## **Notices**

Oak Brook College of Law is a private, non-profit institution. The College has approval to operate the College's Paralegal program from the Bureau for Private and Postsecondary Education (BPPE). Approval to operate means compliance with state standards as set forth in California Private Postsecondary Education Act of 2009.

The College does not offer placement services upon completion of the Program. Our goal is to train and educate the student to uniquely and competently enter the legal profession.

Any questions a student may have regarding this catalog that have not been satisfactorily answered by the institution may be directed to the Bureau for Private Postsecondary Education at P. O. Box 980818, W. Sacramento, CA 95798-0818; <http://bppe.ca.gov/>; Toll Free Number: (888) 370-7589; Telephone Number: (916) 431-6959; or Fax Number: (916) 263-1897.

As a prospective student, you are encouraged to review this catalog prior to signing an enrollment agreement. You are also encouraged to review the School Performance Fact Sheet, which must be provided to you prior to signing an enrollment agreement.

A student or any member of the public may file a complaint about this institution with the Bureau for Private Postsecondary Education by calling (888) 370-7589 or by completing a complaint form, which can be obtained on the bureau's internet website <http://bppe.ca.gov/>.

Oak Brook College of Law does not have a pending petition in bankruptcy, is not operating as a debtor in possession, has not filed a petition within the preceding five years, and has not had a petition in bankruptcy filed against it within the preceding five years that resulted in reorganization under Chapter 11 of the United States Bankruptcy Code.

Oak Brook College of Law is not an accredited institution and its Paralegal Certificate Program is not an accredited program.

**NOTICE CONCERNING TRANSFERABILITY OF CREDITS AND CREDENTIALS EARNED AT OUR INSTITUTION**

The transferability of credits you earn at Oak Brook College is at the complete discretion of an institution to which you may seek to transfer. Acceptance of the certificate you earn in the Paralegal Program is also at the complete discretion of the institution to which you may seek to transfer. If the certificate that you earn at this institution is not accepted at the institution to which you seek to transfer, you may be required to repeat some or all of your coursework at that institution. For this reason you should make certain that your attendance at this institution will meet your educational goals. This may include contacting an institution to which you may seek to transfer after attending Oak Brook College to determine if your certificate will transfer.

## **§2 GENERAL STATEMENTS OF THE COLLEGE**

The following statements have been adopted by the Board of Directors of the Oak Brook College of Law. The sole power to modify statements included in this section shall be vested with the Board of Directors.

### **§2(1) Statement of Mission, Purpose, and Objectives**

The mission of Oak Brook College of Law and Government Policy is to train individuals who desire to advance the gospel of Jesus Christ through service as advocates of truth, counselors of reconciliation, and ministers of justice in the fields of law and government policy.

#### **PERSPECTIVE AND CONVICTIONS**

It has been said, "The only thing necessary for the triumph of evil is for good men to do nothing." At Oak Brook College, our vision is to train attorneys and paralegals who have the conviction, knowledge, and skill to actively stand for truth and against the evil in this world. This commitment means that a student's training in worldview and legal philosophy is of utmost importance to our faculty. All laws are based upon policies, and policies, in turn, are based upon an individual's perspective of truth. For this reason, gaining a proper foundation of truth is a pursuit of primary importance at Oak Brook. Oak Brook College faculty and students are committed to a theory of Natural Law which includes a proper understanding of the Laws of Nature and Nature's God and the self-evident truths articulated by our Founding Fathers in the Declaration of Independence. As a result of these commitments, Oak Brook students also actively reject the faith of evolution and the religion of secular humanism. As students progress in their studies, they will learn the Biblical and historical foundations of American law and be challenged to make conventional application of these principles to today's legal and governmental issues.

The faculty and students further pursue Godly wisdom by memorizing and meditating upon Scripture, and seek to use this wisdom in resolving conflicts, developing strategies, and implementing policy. As believers in the Lord Jesus Christ as their personal Savior, Oak Brook College students rely upon the indwelling Holy Spirit to develop in them Christ-like character qualities such as humility, integrity, boldness, diligence, initiative, and responsibility.

### **§2(2) Statement of Faith and Doctrine**

This statement of faith does not exhaust the extent of our faith and doctrine. The Bible itself, as the inspired and infallible Word of God as illuminated by the Holy Spirit, is the sole and final source of all that we believe concerning truth, morality, and the proper conduct of mankind. For purposes of defining the Oak Brook College's statement of faith and doctrine, and its application to its employees, faculty and students, the Board of Directors is the final authority. The following statement of faith and doctrine is binding upon all Directors, officers, faculty, employees and students.

We believe in the one true God, existing in three Persons: Father, Son, and Holy Spirit. These three are coequal from all eternity, each with distinct personalities but of one essence (Deut. 6:4; Mt. 28:19; II Cor. 13:14; Jn. 10:30; Jn. 14:26; I Jn. 5:7-8).

We believe the Bible is the verbally inspired Word of God and is the sole, infallible rule of faith and practice (Prov. 30:5-6; II Tim. 3:16-17; II Pet. 1:20-11).

We believe that the Genesis account of creation is neither allegory nor myth, but a literal, historical account of God's creation of the universe (Gn. 1-2; Ex. 20:11; Heb. 11:3).

We believe that all human life is sacred and created by God in His image. Human life is of inestimable value in all its dimensions, including pre-born babies, the aged, the physically or mentally challenged, and every other stage or condition from conception through natural death. We are therefore called to defend, protect, and value all human life (Ps. 139).

We believe that God wonderfully and immutably creates each person as male or female. These two distinct complimentary genders together reflect the image and nature of God (Gen. 1:26-27). Rejection of one's biological gender is a rejection of the image of God within that person. We believe that the only Scriptural marriage is the joining of one man and one woman in a single, exclusive union, as delineated in Scripture (Gen. 2:18-25; Mt. 19:4-6).

We believe Jesus Christ is the eternal Son of God, that He entered into the world through the virgin birth, and lived among us without sin as perfect Man and perfect God (Col. 1:15-17; Lk. 1:26-35; Jn. 1:1,14; 20:28; Heb. 1:1-4; 2:14; 4:15).

We believe Adam was directly created in innocence and in the image of God and did not evolve from preexisting forms of life. By voluntary transgression, he fell; and thus the whole human race is now sinful by nature and practice and, therefore, under just condemnation to eternal separation from God (Gen. 3; Rom. 3:12, 23; 5:12).

We believe Jesus Christ shed His blood on Calvary as a vicarious substitute for all sinners, was buried and rose again bodily, and ascended to the right hand of the Father, from whence He will personally return (Lk. 23-24; Eph. 1:20-23).

We believe people are justified by grace through faith in the shed blood of the Lord Jesus Christ without any mixture of works (Jn. 3:16; Gal. 2:16-21; Eph. 2:8-9).

We believe the Holy Spirit convicts the sinner, regenerates, sanctifies, and indwells the believer; and fills the believer for effective service (Jn. 16:8-11; I Thes. 5:23; Rom. 8:11; Titus 3:5).

We believe in the priesthood of the believer and that God has made provision for each believer to be victorious by being led of the Spirit and not walking after the flesh (I Pet. 2:9; Rom. 8).

We believe in the resurrection of both the saved and the lost—the just unto the resurrection of life eternal and the lost unto the resurrection of eternal damnation (Jn. 5:29; I Cor. 15:42).

We believe Satan is a living being and that hell is a place of eternal conscious punishment for him, his hosts, and all unbelievers (Jn. 8:44; II Pet. 2:4; Rev. 12:9).

We believe Scripture commands Christians to abstain from all forms of compromise with unbelief (Mt. 5; Rom. 14:23; Eph. 4:17; I Pet. 1:15-16). We believe that God intends sexual intimacy to occur only between a man and woman who are married to each other (I Cor. 6:18; 7:2-5; Heb. 13:4). We believe that God has commanded that no intimate sexual activity be engaged in outside of a marriage between a man and a woman and that any form of sexual immorality, whether heterosexual, homosexual, or personal, is sinful and offensive to God (Mt. 15:18-20; I Cor. 6:9-10).

### **§3 GOVERNANCE**

The governing structure of Oak Brook College consists of a Board of Directors, a Board of Advisors, the law school administration, and faculty.

#### **§3(1) Board of Directors**

The Board of Directors is the highest level of College government. The Board is composed not less than three and not more than twelve members, and meets on a regular basis to address matters pertaining to the College. The Board of Directors considers all matters concerning the College's mission, finances, and administrative structure.

#### **§3(2) Law School Administration**

**§3(2)(a) Dean.** The Chief Executive Officer of the College is the Dean. The daily operations, faculty, academic programs, and student affairs all are under the jurisdiction of the Dean, who is assisted by three directors: the Director of Administration, the Associate Dean, and the Director of Finance.

The Dean is personally responsible for the overall administration of the College, including supervision of faculty and administrative staff, development and enforcement of College policies, approval of prospective faculty and administrative staff, and review of student grievances. The Dean and individuals appointed by him also conduct investigations of alleged student violations of College policies or standards and administer appropriate discipline.

**§3(2)(b) Director of Administration.** The Director of Administration acts as a representative of the Dean in the administrative offices and is responsible for the efficient functioning of the administrative offices. The Director of Administration's responsibilities shall include:

1. Working with student needs and receiving grievances, bringing such needs and grievances to the Dean's attention as necessary.
2. Receiving, evaluating, and responding to enrollment applications submitted by prospective students.
3. Coordinating revisions of the Policies & Procedures Manual.
4. Submitting to the Board of Directors, Board of Advisors, and Dean a quarterly report detailing any matters pertinent to the institution's performance.
5. Hiring necessary administrative staff to assist in these and other responsibilities.

Working under the direction of the Director of Administration are various staff members, including the Class Coordinators.

**§3(2)(c) Class Coordinator.** The Class Coordinator is the primary point of contact between the College and enrolled students. Their responsibilities include:

1. Communicating deadlines and other important information to the students.
2. Compiling, editing, and assembling all mailings to students.
3. Answering students' questions via e-mail, mail, phone, or fax.
4. Receiving exams from the professors and coordinating the layout, editing, approval, collating, and mailing of such exams.
5. Implementing curriculum updates and changes to textbooks and assignments.
6. Recording students' general information and grades in the computer database.
7. Monitoring students' academic progress. business operations. The Director of Finance interfaces with the Dean's Office in planning monetary expenditures and other matters related to finances.

**§3(2)(d) Director of Finance.** The Director of Finance (Chief Financial Officer) and his staff oversee the College's

**§3(2)(e) Associate Dean.**

The Associate Dean oversees the College's academic matters and is ultimately responsible, along with the faculty, for the development of curriculum and academic policies in order to increase the academic quality of the College's programs.

The Associate Dean is responsible for the supervision of faculty as they develop courses, materials, and examinations. The Associate Dean also assists the Dean's Office in investigating alleged violations of College policies or standards by students or academic personnel and administering discipline based on the results of the investigation.

The Associate Dean is also responsible to review the applications and transcripts of prospective transfer students from other institutions and to make a recommendation to the Admissions Committee as to whether the applicant should be accepted and as to the amount of transfer credit that should be granted.

**§3(2)(f) Assistant to the Associate Dean.** The Assistant to the Associate Dean assists the Associate Dean and other faculty members in the development of examinations and curriculum.

**§3(2)(g) Faculty.** College faculty members are under the jurisdiction of the Dean, who is assisted by the Associate Dean. Faculty members maintain regular contact with the Dean's Office, Director of Administration, and the Associate Dean. Periodically, the faculty participates in a faculty teleconference in which curriculum, academic policies, and other matters pertinent to the program are discussed.

The faculty is responsible for the content and quality of instruction in their respective courses and for the overall development of the curriculum for the law school. The faculty are also responsible to evaluate students' academic performance by an appropriate means. With the exception of the legal skills courses, evaluation is made by examination. Faculty members draft and grade all midterm and final examinations in their respective courses. The



following is a summary of the educational background, qualifications, and experience of the Dean and each member of the faculty:

Robert J. Barth, JD: Professor Barth is a graduate of the University of Illinois (B.S. 1976), Southern Illinois University Law School (J.D. 1979), and the School of Public Policy at Regent University (M.A. 1986). He has taught at Regent University where he was also Assistant Dean for Academic and Student Affairs. He currently practices law as General Counsel for the Institute in Basic Life Principles. Professor Barth is admitted to practice law in Virginia and Illinois.

Robert G. Caprera, JD: Professor Caprera is a graduate of Duke University (B.A. 1976) and Nova University Law School (J.D. 1979). He is a member of the Massachusetts and Florida Bars, and is engaged in private practice.

John Eidsmoe, JD: Professor Eidsmoe is a graduate of St. Olaf College (B.A., 1967), the University of Iowa College of Law (J.D., 1970), Lutheran Brethren Seminary (M.Div., 1980), Dallas Theological Seminary (M.A., 1980), Oral Roberts University (D.Min., 1985), and an Honorary Doctor of Laws from the Thomas Goode Jones School of Law. He is also a graduate of the Air Command & Staff College and the Air War College. He is a retired Air Force Judge Advocate and Lt. Colonel, an ordained pastor with the Association of Free Lutheran Congregations, admitted to the practice of law in Iowa, and is currently serving as Legal Counsel for the Foundation of Moral Law.

Sean J. Gallagher, JD: Professor Gallagher is a graduate of Oak Brook College of Law (J.D. 1999). He is admitted to practice law in California.

Larry Higgins, JD: Professor Higgins is a graduate of the University of Notre Dame (B.A. 1975) and Hamline University College of Law (J.D. 1980). He is admitted to practice law in Minnesota.

Emily A. Jackson, JD: Professor Jackson is a graduate of Oak Brook College of Law (J.D. 2004). She is admitted to practice law in California.

Robert M. Kern, JD: Professor Kern is a graduate of Rutgers University (B.A. 1979) and Rutgers Law School (J.D., 1982). He currently practices as General Counsel for Thru the Bible Radio Network, the international radio ministry of Dr. J. Vernon McGee. Professor Kern is admitted to practice law in California and New Jersey.

J. Douglas McElvy, Dean: Dean McElvy is a graduate of the University of Alabama School of Commerce and Business Administration (1967) and also the University of Alabama School of Law (1971). In addition, since 1995 he has been a certified mediator, being certified by the American Academy of Attorney Mediators. Dean McElvy currently serves as Chair of the Chief Justice's Commission on Professionalism. Dean McElvy is admitted to practice law in Alabama, the U.S. District Court, Middle & Northern Districts of Alabama and the U.S. Supreme Court

Emily Milnes, JD: Professor Milnes is a graduate of University of Washington (B.A. 2007) and also Oak Brook College of Law (J.D. 2013). She currently practices in immigration law and continues to provide remote program design support for International Justice Mission of Uganda. Professor Milnes is admitted to practice law in California.

Peter A. Sauer, JD: Professor Sauer is a graduate of Oak Brook College of Law (J.D. 2007). He is admitted to practice law in California, Northern and Eastern District Court of California, the U.S. District Court of Colorado, and the Ninth Circuit Court of Appeals.

Robert Whalen, JD: Robert Whalen, Professor: Professor Whalen is a graduate of California State University, Fresno (B.S. 1987) and Regent University (J.D., 1997). He is the Fresno County Deputy District Attorney and is Mayor Pro Tem for the City of Clovis, California. Professor Whalen is admitted to practice law in California.

## **§4 ADMISSIONS, WITHDRAWALS, AND TRANSFERS**

### **§4(1) Admissions**

**§4(1)(a) Requirements.** To be admitted to the Oak Brook College to the Paralegal Program, interested parties must complete an Application for Admission according to the application deadline. Applications are reviewed with

respect to three factors: (1) academic qualifications, (2), commitment to the purposes and mission of the College. and (3) knowledge of certain Biblical principles of life .

- 1. Academic Qualifications.** Oak Brook College assesses the academic qualifications of each applicant by examining their academic record, test scores, work history, and personal reference recommendations. In order to be considered for admission into the program, an applicant must achieve a score of at least 50 on the College Level Examination Program (CLEP) College Composition exam or the applicant must have completed an equivalent college-level composition course.

Applicants must register to take the CLEP examinations directly with the College Board and request that score reports be submitted by the College Board to Oak Brook College. The score recipient code for Oak Brook College is 7675. Copies of informational brochures and registration forms are available at local colleges and universities, or by contacting:

The College Board National Office  
250 Vesey Street  
New York, NY 10281  
1-800-257-9558  
<https://clep.collegeboard.org/>

- 2. Commitment to the Purposes and Mission of the College.** The Admissions Committee looks for applicants who share a commitment to the mission of Oak Brook College. An applicant's commitment to the goals of the College is revealed in personal reference recommendations, application responses, personal character qualities, and by the motivation for studying law.

**§4(1)(b) Procedure for Admissions Decisions.** The Associate Dean and at least two members of the faculty serve on an Admissions Committee to determine which applicants, based upon their qualifications, should be admitted to the program. The Director of Administration shall forward to the members of the Committee any applications, which they should consider. The decisions of the Admissions Committee are final and should be based on the application and, if appropriate, interviews with the applicant and his or her references.

**§4(1)(c) Nondiscriminatory Policy.** Oak Brook College does not unlawfully discriminate in its admission or educational policies on the basis of race, color, gender, or national and ethnic origin. However, admission into Oak Brook College is limited to individuals with convictions, goals, and objectives consistent with the statement of faith and mission of Oak Brook College.

The College reserves the right to refuse admission to any applicant or to dismiss any student at its own discretion when any such applicant or student manifests character or conduct which is adverse to the College's Statement of Faith and Code of Conduct.

**§4(1)(d) Start Date.** The Paralegal program starts approximately on the first Monday of September.

**§4(1)(e) Rules Relating to the Application.** Each application for admission shall be accepted or denied prior to the start date of the next class. A student who has been accepted may defer enrollment for up to twelve months. Thus, if a student is accepted for a September class, that student may defer his enrollment until the next September class without filing a new application. Any subsequent enrollment beyond the twelve-month period requires submission of a new application and is subject to the admission requirements in effect at that time. An application which has been denied shall not be reconsidered.

**§4(1)(f) Readmitted Students.** Candidates for the paralegal program must meet the unit, grade, and course requirements in effect at the time of their admission. Students who withdraw and later re-enroll in the College will be subject to the requirements in effect at the time of their readmission unless a waiver is granted for good cause shown. Any courses taken during previous enrollment for which credit was granted may not be retaken by the student; the original grade will stand. Required courses taken during previous enrollment for which no credit was granted must be retaken.

**§4(1)(g) Transfer credit for other institutions.** We consider granting transfer credit on a case-by-case basis. However, since there are so few schools that have a mission, purpose, and educational method that is comparable to ours, transfer credit is not often granted. We will need to review a copy of your transcript from your former law school, as well as your completed application stating your goal in pursuing law and your personal agreement with the statement of faith and mission of the school, before a final decision can be made. Oak Brook College has not entered into an articulation agreement with any other college or university.

**§4(1)(h) Credit for Prior Experiential Training.** We do not award credit for prior experiential training.

**§4(1)(i) Foreign-student Visa Services.** We do not provide any visa services to applicants or students.

**§4(1)(j) Language Proficiency.** Students are expected to be proficient in the English language. The student must have the ability to read and write English at the level of a graduate of an American high school as demonstrated by the possession of a high school diploma, GED, passage of the California high school proficiency exam and/or passage of the CLEP College Composition exam. Instruction is provided solely in English. We do not provide any visa services to applicants or students.

## **§4(2) Tuition, Fees, and Financial Aid**

Tuition is subject to review and alteration by the College from year to year. Any alteration in the tuition amount will be clearly stated in the Enrollment Agreement. Tuition is payable in full at the beginning of each year, or an installment payment plan may be arranged with the College.

The tuition does not cover the price of the required textbooks nor does it cover the cost of the Certified Legal Assistant exam given by the National Association of Legal Assistants—[www.nala.org](http://www.nala.org).

Students may purchase outside study aids, such as lecture series, flash cards, et cetera. The purchase and use of these items is encouraged but not required. Students are responsible to cover any costs associated with such items.

At this time, the College does not provide any students with financial aid and does not participate in any student loan programs. The College reserves the right to re-evaluate the fee structures from year to year, and to change them at its discretion.

If a student obtains a loan to pay for an educational program, the student will have the responsibility to repay the full amount of the loan plus interest, less the amount of any refund, and if the student has received federal student financial aid funds, the student is entitled to a refund of the moneys not paid from federal student financial aid program funds.

### **TUITION AND FEES PAID TO OAK BROOK COLLEGE OF LAW**

**Tuition:** \$4,000.00

Tuition is payable in full at the beginning of each year, or a student may utilize the Student Payment Plan arranged by the College. The cost of tuition will cover faculty and staff salaries and office and administrative costs.

**Registration Fee:** \$100.00 — Nonrefundable

This fee covers the cost of processing the student's enrollment in the academic year.

**Technology Fee:** \$150.00 — Nonrefundable

For some courses students are required to access Lexis-Nexis, a computer-assisted legal research program that requires a computer with an internet connection. The ExamSoft software is used for electronic administration of all Oak Brook College exams.

**Credit Card Processing Fee:** \$175.00 — Nonrefundable

This fee applies to any student electing to pay their tuition and fees with a credit card.

### **TUITION AND FEES NOT PAID TO OAK BROOK COLLEGE OF LAW**

**Textbooks:** \$700.00 (estimated)

Textbook charges are not included as part of the tuition fees. Students are required to purchase the prescribed textbooks for each course. A list of required textbooks and materials is made available to students at the time of enrollment.

**Additional Supplies and materials:** Varies

Students may purchase outside study aids, such as lecture series, flash cards, et cetera. The purchase and use of these items is encouraged but not required. Students are responsible to cover any costs associated with such items.

**Computer with Internet Connection:** Varies

A computer with an internet connection meeting the minimum system requirements indicated on the ExamSoft website is required. Each student is responsible to obtain his or her own computer. Personal computers may only be used in conjunction with ExamSoft for any law school examination. The ability to scan and electronically submit documents is also required.

**Student Tuition Recovery Fund: \$0.00\* (California residents only; nonrefundable)**

The State of California established the Student Tuition Recovery Fund (STRF) to relieve or mitigate economic loss suffered by a student in an educational program at a qualifying institution, who is or was a California resident, or was enrolled in a residency program, if the student enrolled in the institution, prepaid tuition, and suffered an economic loss. Unless relieved of the obligation to do so, you must pay the state-imposed assessment for the (STRF), or it must be paid on your behalf, if you are a student in an educational program, who is a California resident, or are enrolled in a residency program, and prepay all or part of your tuition.

You are not eligible for protection from the STRF and you are not required to pay the STRF assessment, if you are not a California resident, or are not enrolled in a residency program.

It is important that you keep copies of your enrollment agreement, financial aid documents, receipts, or any other information that documents the amount paid to the school. Questions regarding the STRF may be directed to the Bureau for Private Postsecondary Education, 2535 Capitol Oaks Drive, Suite 400, Sacramento, CA 95833; (916) 431-6959; or (888) 370-7589.

To be eligible for STRF, you must be a California resident or are enrolled in a residency program, prepaid tuition, paid the STRF assessment, and suffered an economic loss as a result of any of the following:

1. The institution, a location of the institution, or an educational program offered by the institution was closed or discontinued, and you did not choose to participate in a teach-out plan approved by the Bureau or did not complete a chosen teach-out plan approved by the Bureau.
2. You were enrolled at an institution or a location of the institution within the 120 day period before the closure of the institution or location of the institution, or were enrolled in an educational program within the 120 day period before the program was discontinued, if the Bureau determined there was a significant decline in the quality or value of that educational program during that time period.
3. You were enrolled at an institution or a location of the institution more than 120 days before the closure of the institution or location of the institution, in an educational program offered by the institution as to which the Bureau determined there was a significant decline in the quality or value of the program more than 120 days before closure.
4. The institution has been ordered to pay a refund by the Bureau but has failed to do so.
5. The institution has failed to pay or reimburse loan proceeds under a federal student loan program as required by law, or has failed to pay or reimburse proceeds received by the institution in excess of tuition and other costs.
6. You have been awarded restitution, a refund, or other monetary award by an arbitrator or court, based on a violation of this chapter by an institution or representative of an institution, but have been unable to collect the award from the institution.

In the event of an institutional closure, to qualify for STRF reimbursement, you must file a STRF application with the Bureau within two (2) years of receiving notice of the closure of the institution. If you do not receive notice, you have four (4) years from the date of the closure to file a STRF application.

For STRF reimbursement based on discontinuation of a program, refund award ordered by the Bureau, failure to pay or reimburse loan proceeds, or an award ordered by an arbitrator or court based on a violation of the Act, you must file a STRF application within 2 years of the award order, failure to pay or reimburse

loan proceeds, or program closure.

However, no claim can be paid to any student without a social security number or a taxpayer identification number. A student wishing to learn about the requirements for filing a claim against the STRF can find information on the BPPE website (<http://www.bppe.ca.gov>).

Note: Authority cited: Sections 94803, 94877 and 94923, Education Code. Reference: Section 94923, 94924 and 94925, Education Code.

\*At present time, this fee has been suspended but may be reinstated at a later date.

Students can choose to pay the tuition and fees in full or utilize the Student Payment Plan. Students who choose to pay their tuition in full will send in the total due by the required date noted on their enrollment forms. Payment can be made by check, money order, or credit card.

The Student Payment Plan allows the student to pay the tuition and fees due for the period of attendance by the enrollment agreement in 10 monthly payments, generally starting the month coursework begin. On or shortly after the first day of each scheduled month of the payment plan, one-tenth of the total tuition and fees is charged with an additional \$15 processing fee added per payment (currently 10 monthly payments of \$442.50 each).

**TOTAL PROGRAM CHARGES**

**NON-CALIFORNIA RESIDENTS**

<u>TOTAL CHARGES FOR THE ONE-YEAR PROGRAM:</u>	<u>\$4,950.00</u>
<u>ESTIMATED TOTAL CHARGES FOR THE ENTIRE PROGRAM:</u>	<u>\$4,950.00</u>

**CALIFORNIA RESIDENTS**

<u>TOTAL CHARGES FOR THE ONE-YEAR PROGRAM:</u>	<u>\$4,950.00</u>
<u>ESTIMATED TOTAL CHARGES FOR THE ENTIRE PROGRAM:</u>	<u>\$4,950.00</u>

**§4(3) Right to Cancel Policy and Refund Policy**

**§4(3)(a) Cancellation.** This institution offers a distance education program where the instruction is not offered in real time and shall transmit the first lesson and any materials to any student within seven days after the student enrolls. For the purposes of this policy, the College considers a student “enrolled” as of the date that the Enrollment Agreement is signed by the student and by an authorized employee of the institution.

The student shall have the right to cancel the agreement and receive a full refund, less nonrefundable charges, before the first lesson and materials are received. Cancellation is effective on the date written notice of cancellation is sent. If the institution sent the first lesson and materials before an effective cancellation notice was received, the institution shall make a refund within 45 days after the student's return of the materials.

This institution shall transmit all of the lessons and other materials to the student if the student:

- A. has fully paid for the educational program; and
- B. after having received the first lesson and initial materials, requests in writing that all of the material be sent.

If this institution transmits the balance of the material as the student requests, the institution shall remain obligated to provide the other educational services it agreed to provide, such as responses to student inquiries, student and faculty interaction, and evaluation and comment on lessons submitted by the student, but shall not be obligated to pay any refund after all of the lessons and material are transmitted.

A student may cancel enrollment at any time by submitting a Notice of Cancellation to the Director of Administration. The Notice of Cancellation must be made by written notice and should be directed in writing to the Director of Administration by one of the following methods: by mail: Oak Brook College of Law, P.O. Box 26870, Fresno, CA 93729; by email: [info@obcl.edu](mailto:info@obcl.edu); or by fax: (559) 650-7755. Cancellation is effective on the date written notice is sent.

If the student has received federal student financial aid funds, the student is entitled to a refund of moneys not paid from federal student financial aid program funds.

The amount of the refund due, if any, will be determined when the Notice of Cancellation is received and will follow the refund timelines below.

Students who cancel prior to the final examinations shall receive a grade of Withdrawn (W) or Withdrawn while failing (WF), as appropriate.

**§4(3)(b) Full Refund.** After the cancellation period described above, students have a right to cancel enrollment and receive a full refund of tuition charges paid to the College, less nonrefundable charges, up to midnight of the first day of the commencement of studies, or the seventh day after enrollment, whichever is later (refer to the “Academic Year, Dates, and Deadlines section earlier in this Agreement), by submitting a Notice of Cancellation to the Director of Administration as directed above. The start of lesson one is the commencement of studies.

**§4(3)(c) Pro-Rata Refund.**

Refunds for students cancelling after the full refund cancellation period who are enrolled in the program up through and including the second lesson of the third quarter of instruction (60% of the period of attendance) as shown on the Academic Calendar but not beyond, are entitled to a pro rata refund of tuition charges paid to the College, less nonrefundable charges.

You are obligated to pay only for educational services rendered. The pro rata refund will be the total amount owed by the student for the portion of the educational program provided subtracted from the amount paid by the student, calculated as follows:

The amount owed equals the total nonrefundable fees plus the daily charge for the program (total institutional charge, divided by the number of scheduled days in the enrollment period), multiplied by the number of days student attended, or was scheduled to attend, prior to withdrawal. IF THE AMOUNT THAT YOU HAVE PAID IS MORE THAN THE AMOUNT THAT YOU OWE FOR THE TIME YOU ATTENDED, THEN A REFUND WILL BE MADE WITHIN 45 DAYS OF WITHDRAWAL. IF THE AMOUNT THAT YOU OWE IS MORE THAN THE AMOUNT THAT YOU HAVE ALREADY PAID, ARRANGEMENTS MUST BE MADE TO PAY THE BALANCE DUE.

**§4(3)(d) Timeline for Refunds.** All refunds owed due to cancellation or dismissal will be paid within 45 days after receipt of the Notice of Cancellation or the Notice of Dismissal.

**§4(3)(e) Course Cancellations.** If the College cancels or discontinues a course or educational program, the College will make a full refund of all charges associated with that course or program.

**§4(3)(f) Refunds upon Dismissal or Cancellation:** Refunds upon dismissal or suspension are treated the same as for voluntary cancellation and are subject to the above mentioned cancellation periods. All refunds due to cancellation or dismissal will be paid within 45 days after receipt of a Notice of Cancellation. If the College cancels or discontinues a course or educational program, the College will make a full refund of all charges associated with that course or program within 45 days of its discontinuation.

**§4(3)(g) Failure to Complete Exams.** A student who fails to take finals or complete all course work required for a final grade will automatically be disenrolled at the completion of the final exam week and will receive a Withdrawn While Failing (WF) on their transcript.

**§4(3)(h) No Refund Due:** A student may cancel at any time after the above listed cancellation periods (greater than 60% of the period of attendance) by submitting a Notice of Cancellation to the Director of Administration. Students who are enrolled in the program beyond the second lesson of the third quarter are not entitled to a refund and if on the payment plan, are required to continue making payments until the balance of tuition owed is paid in full.

**§4(3)(i)** Students who are enrolled in the program beyond the second lesson of the third quarter are not entitled to a refund and if on the payment plan, are required to continue making payments until the balance of tuition owed is paid in full.

#### **§4(4) Transfer to a Later Class/Leave of Absence**

**§4(4)(a) Transfers Between Academic Quarters.** After the successful completion of any academic quarter of study, a student may submit a Petition for Class Transfer form demonstrating good cause for the transfer and be eligible for a 12 month deferment of enrollment to a subsequent class. Any refund due will be governed by the Pro-Rata Refund policy.

If a student does not reenroll within the 12 month period they must reapply and pay the tuition fees due at that time for the quarter of which they are reenrolling.

**§4(4)(b) Transfers During the Academic Quarter.** Prior to final examinations, of any particular quarter, a student may submit a Petition for Class Transfer form demonstrating good cause for the transfer and be eligible for a 12 month deferment of enrollment to a subsequent class. Students who cancel prior to the final examinations, of any particular quarter, shall receive a grade of Withdrawn (W) or Withdrawn while failing (WF), as appropriate, on their transcript. Any refund due will be governed by the Pro-Rata Refund policy.

If a student does not reenroll within the 12 month period they must reapply and pay the tuition fees due at that time for the quarter of which they are reenrolling.

#### **§5 DESCRIPTION OF THE PARALEGAL PROGRAM**

##### **§5(1) General Overview of the Program**

In order to earn a paralegal certificate from Oak Brook College, a student must complete the course of study outlined below. The paralegal certificate program is divided into four quarters to be completed in 48 weeks.

**§5(1)(a) Study Hours.** Our program is designed for a student to put in a minimum of 924 study hours for the Paralegal program. For this reason any student enrolled must complete a minimum of 22 study hours per credit for each course (i.e. if a course is 3 credits then you must complete 66 study hours for that course). The College's curriculum is designed to be completed in no more than 44 study weeks per year with an additional four weeks of break built into the academic schedule. Each student must submit quarterly reporting forms certifying that he or she has completed the minimum number of hours for each quarter before credit is granted for any courses.

**§5(1)(b) Lessons.** Each of the four quarters in the paralegal certificate program is divided into 10 one-week lesson periods plus a one week examination period. Each lesson period is six days and requires twenty to twenty-two hours of study in order to complete the mandatory minimum of 924 hours by the completion of the program

**§5(1)(c) Attendance.** Because of the distance-learning structure of the Paralegal program, the College does not require on-campus residence or classroom attendance. The educational program may be completed from the student's current location. Therefore, the College does not maintain dormitory facilities, does not provide housing information, and has no responsibility to assist a student in finding housing.

**§5(1)(d) Credit hours.** Credit hours for each course are determined by the anticipated number of hours needed to study the course content. The course coverage is comparable to that in a traditional paralegal course, but since there is no "in class" time in a distance-education program, credit hours are determined by study hours. The required 42 credit hours for Oak Brook College Paralegal courses have been determined on the basis of approximately 22 hours of diligent study for each semester hour of credit.

##### **§5(1)(e) Course Work Overview**

- 1. Paralegal Course Work.** Prior to the date which the student is scheduled to begin their studies, each student will receive access to our student website where the student can read course syllabi, listen to lectures, upload assignments, and see points awarded for each assignment. For each course, students are provided with a list of required texts, which are procured separately. For each weekly lesson, the syllabus provides an overview of the subject matter, assigned reading and written assignments. Students are required to submit periodic assignments, which are reviewed and graded by the instructor. In most courses, students will also take a proctored final exam to complete their course grade. Students are free to contact the

instructor if they have questions or experience any difficulty in their coursework. The student website will provide a detailed lesson plan for each of the subjects you are enrolled. As mentioned above students receive access to lectures via the student website, which correspond with the lesson plans set forth in the Syllabus, if applicable.

- 2. Final Examinations.** At the end of each quarter, students take final examinations that are administered by a proctor approved by the College. The final examinations consist of a selection of essay(s) and multiple-choice questions depending on the exam. The student is given 2 hours to complete an exam.

**§5(2) Requirements for Graduation/Completion**

**§5(2)(a) Study Hours Requirement.** To graduate with a paralegal certificate, the student must successfully complete all courses and have submitted quarterly reports evidencing the completion of at least 924 study hours in those courses.

**§5(2)(b) Required Courses.** Completion of the following courses is required for each student in the Paralegal program. (Semester credit hours are indicated in parenthesis). Students must take all courses specified for each quarter in the sequence stated. The required courses constitute 42 semester credit hours.

**PROGRAM COURSE SCHEDULE**

**SEPTEMBER START DATE**

Sep-Nov 1st Quarter	Nov-Feb 2nd Quarter	Feb-May 3rd Quarter	May-Aug 4th Quarter
P310 Legal Philosophy & Reasoning (3)	P326 Faith and Vocation (3)	P325 Christian Conciliation (2)	P324 Ethics for Legal Professionals (2)
P315 Common Law Jurisprudence (3)	P351 Real Estate Transactions (3)	P381 Wills & Trusts (2)	P331 Constitutional Law (3)
P343 Torts (2)	P371 Criminal Law & Procedure (2)	P383 Legal Research & Writing (4)	P345 Civil Litigation (3)
P363 Contracts (3)	P382 Family Law (2)	P393 Business Organizations (2)	P386 Advanced Legal Research (3)

**§5(2)(c) Minimum Grade Point Average.** In order to receive the paralegal certificate students must pass final examinations or other course requirements in each required course, and have a cumulative grade point average (GPA) of 2.00 or greater.

**§5(3) Course Descriptions**

**P310 LEGAL PHILOSOPHY & REASONING (3 CREDITS)**

As Christians we need to have renewed minds about the law. We need to understand the false legal philosophies that exist and that have influenced our legal culture. Clear and logical thinking based upon true premises are necessary to be effective in the realm of law and government policy.

**P315 COMMON LAW JURISPRUDENCE (3 CREDITS)**

Dive into our legal history to learn the Biblical foundations to our common law legal system in America. Students will be challenged to apply Biblical principles to resolve current and political issues.



**P324 ETHICS FOR LEGAL PROFESSIONALS (2 CREDITS)**

Designed to build upon the material covered in Introduction to Law and the Legal Profession, this course will provide an overview of the ethical considerations that law office personnel should follow in fulfilling duties owed to their employer, to the client, and to the courts.

**P325 CHRISTIAN CONCILIATION (2 CREDITS)**

Based upon the principles of Matthew 18 and I Corinthians 6, you will learn the steps to bring about reconciliation that restores parties in conflict.

**P326 FAITH AND VOCATION (3 CREDITS)**

This course will begin with a survey of Scripture's understanding of work as inherently blessed, fallen, and in the process of being redeemed. You will then look at ways in which God's work intersects with our daily work and examine how our daily work now might find its greatest fulfillment in eternity.

**P331 CONSTITUTIONAL LAW (3 CREDITS)**

Overview of state and federal constitutional structures of government, the unalienable rights and liberties of each person, and the fundamental requirements of due process of law and equal protection under the law.

**P343 TORTS (2 CREDITS)**

Study the personal injury and property damage claims litigated in America's courtrooms, including an evaluation of the rights of the injured, and the various defenses available to defendants. Biblical and common law principles of "fault" will be prioritized.

**P345 CIVIL LITIGATION (3 CREDITS)**

Covers a basic process of civil litigation, including instruction in civil procedure and an introduction to the rules of evidence.

**P351 REAL ESTATE TRANSACTIONS (3 CREDITS)**

This course explores a wide variety of land transactions including the sale and lease of both commercial and residential real estate, and exposure to the key players in a property transaction, including mortgage companies and escrow officers. Learn about the language, the documents, and the procedures involved.

**P363 CONTRACTS (3 CREDITS)**

An overview of the common law of Contracts, as well as the Uniform Commercial Code and contract drafting.

**P371 CRIMINAL LAW & PROCEDURE (2 CREDITS)**

An overview of major crimes and the criminal justice system, including considerations relating to searches and seizures, confessions, and right to counsel.

**P381 WILLS & TRUSTS (2 CREDITS)**

An overview of the probate process and introduction to the basic rules relation to estate planning, including laws of succession, trusts, and wills. Learn the Biblical perspective on dominion and estate transfer from one generation to the next.

**P382 FAMILY LAW (2 CREDITS)**

Introduction to the concepts of adoption, marital jurisdiction, grounds for separation and divorce, child custody and visitation, marital counseling and reconciliation, all from a uniquely Biblical perspective.

**P383 LEGAL RESEARCH & WRITING (4 CREDITS)**

Taken during the third quarter, this course will build upon a general understanding of good writing and composition. Students will be introduced to internal research memoranda, points, authorities, and the Uniform System of Citation. Students will also be required develop and demonstrate legal research skills and will become familiar with law library research.

**P386 ADVANCED LEGAL RESEARCH (3 CREDITS)**

This course builds upon the basic skills acquired in the third-quarter's Legal Research & Writing course. Students will apply their skills to two large, multi-week research and writing assignments focusing on business law related matters. The completion of this course will prepare students for completing a variety of common law office research and writing projects. Students are provided access to the online computer-assisted legal research service LexisNexis.

### **P393 BUSINESS ORGANIZATIONS (2 CREDITS)**

Provides a basic understanding of the characteristics of corporations, partnerships, and agency relationships, as well as an introduction to the procedures and advantages of incorporation.

## **§6 ACADEMIC POLICIES GOVERNING THE PARALEGAL PROGRAM**

### **§6(1) Policies Relating to Examinations and Grades**

**§6(1)(a) Examinations.** During the school year, the final grade for all substantive law courses is determined by the students' performance on the final examination. For some course(s) the final grade may be based upon a series of written assignments or for some a combination of assignments and the final exam.

**§6(1)(b) Proctors.** Unless otherwise specified by the College, all final examinations must be administered by a proctor. The proctor must be at least 21 years of age and not related to the student and must be able to read, understand, and follow the instructions provided. The proctor must not be a current student of Oak Brook College of Law. The student should choose one proctor to administer all the exams given during an exam event. You may take your exams in the home of the proctor, your home, church or even a library setting. In special situations a student can request to use multiple proctors, with the additional expense of exam distribution paid by the student, which is \$10 for each additional proctor. The proctor will be sent the exam information packet approximately two weeks prior to the start of the exam week. After administering the exams, the proctor will return the signed proctor affidavit to the paralegal coordinator certifying that the examinations were administered in conformity to the rules, policies, and instructions of the College as set forth in the instructions accompanying the exams, to the college office. No grades will be handed out without this form having been received. The exam is forwarded to the College as provided in the OBCL ExamSoft Instructions.

**§6(1)(c) Use of Materials During Examinations.** No textbooks, outlines, notes, study helps, or any other external memory devices may be viewed, played, or brought into the examination room during the exam or between portions of the exam, unless otherwise indicated by the course professor. Previously stored information may not be used at any time during the examination.

**§6(1)(d) Required Format.** All exams must be typewritten using a computer with the electronic testing software ExamSoft, unless the College has granted permission to hand-write the examination. If a student hand writes an exam without permission or has failed to follow the instructions in using ExamSoft the professor may deduct points on that exam or it could result in course failure.

**§6(1)(e) Electronically Administered Exams (ExamSoft).** Students must use the electronic testing software provided by the College (ExamSoft) to take the final exams. Policies and procedures regarding the use of ExamSoft are contained in a separate document entitled "ExamSoft Instruction Manual" that is provided to the student.

Exams must be downloaded prior to exam day. If the instructions are not followed the student may risk point deductions or possible exam failure.

**§6(1)(f) Exam Time Limits.** The time limits set forth by the College must be strictly adhered to. Once an exam has commenced, the time may not be stopped for any reason. Breaks during the administration of an exam are permitted within the given exam time limits. Exams are generally 2 hours in length and time limits are subject to change. Please allocate at least 2 ½ hours per exam when making arrangements with your proctor.

**§6(1)(g) Exam Submission Procedures** All examinations must be uploaded no later than midnight of the last day of the exam week, unless prior permission has been granted for an accommodation. Refer to the "Exam

Accommodation Request Form”. Accommodation forms must be submitted prior to the Proctor Form due date for that exam administration. Exams uploaded late may be subject to point deductions.

**§6(1)(h) Anonymity in Grading** The College maintains an anonymous grading policy. Each student receives a Student I.D. number upon enrollment in the College and that number is to be used for exam purposes. A student’s name is not to appear on any part of the exam. This anonymity policy does not apply to skills courses, courses in which written assignments are used for student evaluation, or to student assignments.

**§6(1)(i) Student Communication after Examinations.** Students take specific course examinations at different times during the examination period. Therefore, after taking a particular examination students **shall not** discuss via telephone, computer chat rooms, e-mail or in any other manner with another student, or with a third party who may communicate with another student, any of the following matters until all students have taken their examinations:

1. The subjects or topics tested on the examination.
2. The materials used by a student in preparation for the examination.
3. The nature, format, or perceived difficulty of the examination.

This policy is in accordance with the Code of Conduct and all students are expected to be sensitive to the desires of other students regarding academic honesty.

**§6(1)(j) Release of Assignment and Examination Results.** Approximately four to five weeks (28 to 35 days) after the professor receives an assignment or exam, the feedback/grade will be made available to the student. The student coordinator will notify the students when grades are available. The student’s unique Student ID must be used when obtaining assignment feedback or an exam grade. The College reserves the right to withhold grades from a student whose Proctor Affidavit forms and/or study hour reports have not been received by the College

**§6(1)(k) Photocopies of Graded Examinations.** Students will not receive any copies of graded examinations, unless instructed to do so by the professor.

**§6(1)(l) Calculation of Course Grades.** The course instructor evaluates all student examinations, and a final letter grade is assigned according to the following qualitative assessments.

- A—Indicates excellent mastery of subject material
- B—Indicates good mastery of subject material
- C—Indicates satisfactory mastery of subject material
- D—Indicates poor understanding of subject material
- F—Failure
- W—Withdrawn (after the end of the cancellation period)
- WF—Withdrawn while failing

**§6(1)(m) Calculation of Grade Point Average.** Cumulative grade point averages are calculated by dividing the total number of quality points (points assigned to the letter grade earned in a course multiplied by the number of credit hours for a course) earned in graded courses by the number of course credit hours earned in those courses. Pass/Fail course grades are not included in the GPA calculation.

A	(4.00)	C–	(1.67)
A–	(3.67)	D+	(1.33)
B+	(3.33)	D	(1.00)
B	(3.00)	F	(0.00)
B–	(2.67)	WF	(0.00)
C+	(2.33)	W	(0.00)
C	(2.00)*		

\* *Minimum GPA required for graduation*

**§6(1)(n) Petitions for Review.** Any student who has an objection to the results of the grading process may submit a written petition for review to the OBCL Office within 30 days after receipt of the final grade. The petition and the exam in question will be reviewed by the professor of the respective course and an appropriate response will be returned to the petitioning student within 30 days.

## **§6(2) Course Failure and Repeat Policy**

**§6(2)(a) General.** Any student who receives a failing final course grade in a required course must retake the final examination and earn a passing grade in the course. Both grades received will appear on the student's transcript and the quality points assigned will be an average of the two scores received on the original and repeated examinations. A \$50.00 administrative fee will be charged for any repeated examination. If a student fails to complete the requirements for an assignment based course they may receive a failing grade and have to repeat the full course at a later date. The cost for the repeated course will be based on the cost per credit in place at the time the course is retaken and any additional fees in place at that time.

**§6(2)(b) Passing grades.** A student may not repeat a course for which he or she has already received a passing grade.

## **§6(3) Anticipated Learning Outcomes**

Students should be able at the end of each quarter to pass a final examination, which covers all material they have studied in that subject. Students should also have acquired a thorough working knowledge of each subject area, which they will be able to apply in taking the CLA examination and in their prospective legal practice. Learning objectives for each lesson are set forth in the syllabus for each quarter.

## **§7 MISCELLANEOUS STUDENT POLICIES**

### **§7(1) Class Cancellation Policy**

If the College determines that it is in the best interest of both the students and the College, it may cancel any class prior to the actual start date of the class. Any student affected by such a change will be transferred to the subsequent class.

### **§7(2) Address Correction Policy**

Any student who moves or otherwise changes his or her address, phone number, or e-mail address must notify the College via e-mail or mail within ten (10) working days after the change takes effect. If any information is sent to the student, in any format, and they have not changed their contact information as noted above the college will not be responsible for any implications that may occur because of the request not being submitted.

### **§7(3) Code of Conduct and Moral Character**

*"Let no corrupting talk come out of your mouths, but only such as is good for building up, as fits the occasion, that it may give grace to those who hear."* (Ephesians 4:29).

*"It is good not to eat meat or drink wine or do anything that causes your brother to stumble."* (Romans 14:21).

*"Or do you not know that your body is a temple of the Holy Spirit within you, whom you have from God? You are not your own, for you were bought with a price. So glorify God in your body."* (I Corinthians 6:19–20).

Based upon these and other Biblical principles, Oak Brook College students are expected to reflect Godly character in their speech, dress, and actions. Modest and professional dress that is gender appropriate is expected at every College event, and disruptive language or behavior will not be permitted. At all times, Oak Brook College students are expected to be honest, courteous, diligent, and humble. All students are expected to refrain from the use of alcohol, nonprescription drugs (other than over-the-counter medications), and pornographic material. Misrepresentations on an application for admission, lying, profanity, immoral behavior, plagiarism, collaboration, or discussion with other students about graded writing assignments or papers (unless specifically permitted by the course professor), and cheating on exams are clear violations of the Standards of Conduct. If a student's conduct, speech, or dress is not consistent with these Biblical standards, a student will be confronted pursuant to Matthew 18:15–16. If a student admits wrongdoing after being informally asked about an apparent impropriety, the student will be subject to appropriate disciplinary action by the College.

If a student denies wrongdoing after being informally asked about an apparent impropriety, the student shall be given written notice of the suspected wrongdoing and shall be requested to respond in writing within 10 days. The student shall be informed in the notice that he or she may request that the matter be reviewed by a three-person panel consisting of a disinterested faculty member, a member of the administration, and a student who was in, or who has taken, the same course. If the student does not make a request for the matter to be reviewed by a three-person panel, the student will

explain his or her position to the faculty member(s) involved and the Associate Dean. The student shall be permitted to have the assistance of counsel and the opportunity to call witnesses whether the review is conducted by a disinterested three-person panel, or by the faculty member(s) involved and the Associate Dean.

Upon completion of the review process, the final determination shall be stated in writing and given to the student. The written determination shall include a statement of facts, conclusions, and the sanctions.

The purpose of disciplinary action is not necessarily punishment. Faculty and administrators have a responsibility to see that justice is done with respect to the evaluation of a student's academic performance as well as their moral character. When a student is not acting in a manner consistent with the Standards of Conduct, any other student affected should confront the student in error. If such action does not result in repentance and a change, a faculty member or the dean needs to confront the student in an attitude of love and with the goal of restoration. If, after being confronted, a student repents, mercy is appropriate in determining a sanction. However, if a student refuses to acknowledge wrongdoing, proven by sufficient evidence, just sanctions are necessary. Sanctions may include a reprimand, reduction in the course grade, failure of the course, suspension, or dismissal from the College.

#### **§7(4) Policy Changes**

The College reserves the right to change any of its policies without prior notice, including, but not limited to, amount of tuition required, fees, unit or hourly value per course, courses offered, curricula, grading procedures and standards, graduation and degree requirements, and admission and dismissal standards.

#### **§7(5) Student Grievances**

All student grievances should be submitted in writing to the Director of Administration. If the complaint has not been resolved within a reasonable amount of time, the student should submit a written summary of the complaint to the Director of Administration. Within ten working days of the receipt of written complaint the Director of Administration will send the student a written response, which will include an outline of the investigation and will also provide a detailed description of the disposition or rejection of the complaint.

#### **§7(6) Tutorial Assistance**

Students may receive tutorial assistance in their studies by contacting the professor for the course in which assistance is needed. Faculty members are available during specific hours each week, and phone numbers for each faculty member are provided to all enrolled students.

#### **§7(7) Writing Assignments**

A selection of the writing assignments will have written answer guides that will be available on the student website approximately 1-2 weeks after each assignment is submitted as instructed. The answer guide is the primary way you will be informed of what you should have included in your answer. In general, you will not receive actual assignment feedback with direct markings, etc. If actual feedback is provided, it will be in accordance with **§6(1)(j) Release of Assignment and Examination Results**. Lower point-value assignments are generally graded on a pass/fail basis (thus, as long as you put a solid effort into completing the assignment and turn it in on-time, you can be assured of receiving full point value). Larger assignments (those constituting 20% or more of the course grade) will receive specific points or grades.

#### **§7(8) Academic Counseling**

Students may receive academic counseling through the College administrative offices where staff members, as well as graduated students, are available to answer students' questions and to help them set academic goals. If necessary, staff members will direct students to faculty members for further counseling. Also, each faculty member has designated times during which students may call to ask questions. Students may call the College administrative offices at (559) 650-7755 for more information. Staff members are available Monday through Friday, 8:00 a.m.–3:00 p.m. Pacific time.

#### **§7(9) Release of Academic Information**

Oak Brook College's confidentiality policy complies with the Family Educational Rights and Privacy Act of 1974 (FERPA), as amended. No one shall have access to, nor will the College disclose any information from, student records

without written permission from students, excepting authorized personnel within the College, persons complying with a judicial order, and persons in an emergency who are acting to protect the health or safety of students or other persons. Students have a right to review information contained in their records except for those matters, which they have waived the right to review and matters that do not relate to their individual academic status.

**§7(9)(a) Student Directory.** The College provides a student/faculty directory to all enrolled students. The directory includes each student's name, city, state, zip code, and e-mail address for a particular class. Students may be excluded from the directory at their request.

**§7(9)(b) Transcripts.** Certified transcripts may be purchased from the College. Transcript requests must be made by the student or graduate and be accompanied by a signed Transcript Order form for each address transcripts are to be sent to. Completed transcript requests will be processed within 7-10 business days of receipt and are sent via United States Postal Service First-Class mail.

### **§7(10) Student Records**

Pursuant to CAL. CODE REGS. tit. 5, § 71930, the College maintains a complete file on each student in the College throughout the student's enrollment. The College maintains these files for a period of no less than five years after the time that the student graduates. Subsequent to that time, the College retains student transcripts only. Transcripts are maintained by the College indefinitely.

### **§7(11) Miscellaneous fees and charges**

The following are fees that may be incurred by the student and may not be previously listed:

Declined Credit Card fee	\$10
Bounced Check fee	\$20
Class Transfer Processing fee	\$56
Examination Retake fee	\$50
Examination Accommodation fee (per exam)	\$50
Additional Proctor fee (for each additional proctor)	\$10

The College reserves the right to change any of its policies without prior notice, including, but not limited to, amount of tuition required, fees, unit or hourly value per course, courses offered, curricula, grading procedures and standards, graduation and degree requirements, and admission standards.

### **§7(12) Miscellaneous forms**

The following forms are available on the Oak Brook College student website or can be obtained from the College administrative office by request: Student Complaint Form; Petition for Class Transfer; Notice of Cancellation; Exam Accommodation Request Form; Student Contact Information Update; Transcript Order Form

## **§8 ELECTRONIC SERVICES AND ACCESS POLICY**

All Oak Brook College of Law College students are given access to College technology resources including the student website, a student email account, and access to electronic research services.

Enrolled students are given access to the student website, through which students may access course materials, submit assignments to course professors, and receive feedback from professors and administrators. Students are issued an email account in the student.obcl.edu domain (powered by Google Apps for Education) for use throughout their College enrollment and beyond. Email is the primary method of communication between the College and students. Email may not be used for unlawful activities. Students and alumni are required to adhere to this Email Policy in connection with the use of their College email account.

### **§8(1) Policies**

Students shall comply with the Code of Conduct and Moral Character and all other College policies in the use of their email account and the student website.

Students shall comply with all federal, state, and other applicable laws including copyright regulations.

A College assigned student email account shall be the College's official means of communication with all Oak Brook

College of Law students. The College reserves the right to send official communications to students by email with the full expectation that students receive, read, and respond to emails as appropriate in a timely fashion.

E-mail can be accessed by any internet connected device including tablets, computers and smartphones. Students who do not own an internet connected device are not absolved from accessing the account on a regular basis.

Students must ensure sufficient space in accounts to allow for email delivery.

Failure to read e-mail does not absolve a student from the responsibility associated with communication sent to his or her official e-mail address. "I did not check my email", or an error in processing messages forwarded from the College's e-mail system to a student's personal e-mail account (initiated by the student) are not excuses for missing official College communications.

Oak Brook College of Law reserves the right to monitor student email accounts and website use to ensure compliance with this policy.

College reserves the right to change this policy without notice.

### **§8(2) Assignment of Student Website and Email Accounts**

College email accounts are required for all enrolled students. Students are required to recognize certain communications as time-critical. The college will send official communication to your student email account. For most students, the email address will adhere to the following pattern: `firstname.lastname@student.obcl.edu` i.e. `john.doe@student.obcl.edu`

The student will be notified of his or her account and credentials via an email to the address provided to the College by the student. The notification will consist of the student's username, a random generated password, and directions on how to log into the system the first time. The student may be required to change his or her password upon first login.

Student website account information will be sent to the student's College email address by the start of their first academic term. The email will include the student's username and password, and directions on how to log into the student website for the first time. The student may be required to change his or her password upon first login to the student website.

### **§8(3) Account Duration**

College email accounts are available during the duration of a student's enrollment with Oak Brook College of Law. Students who are no longer enrolled, but were in good standing with the College at the time of withdrawal, transfer, or program completion, will continue to have use of their College email account indefinitely, at the discretion of the College.

A student's login credentials for the College student website will remain active during the duration of a student's active enrollment with Oak Brook College of Law. Students who are not actively enrolled in coursework with the College will not have access to the student website.

A student whose enrollment at the College ends due to disciplinary reasons will have his or her email and student website account deactivated at the time his or her enrollment ends.

### **§8(4) Forwarding of Email**

Students may choose to forward messages to a different email account; however, students are still responsible for all information sent to your College email account and do so at their own risk. The College is not responsible for any difficulties that may occur in the proper or timely transmission or access of email forwarded to any unofficial email address. Any such problems will not absolve students of the responsibility to know and comply with the content of communications sent to official College email addresses.

The College will not provide technical support relating to the forwarding of email messages to another account.

### **§8(5) Privacy and Security**

Students are responsible for maintaining the privacy of their login credentials. When using a public computer, students should not leave the computer logged on or unattended. It is prohibited for a student to share his or her College login credentials with others. All users are responsible for activities carried out with the use of these credentials.

Students shall ensure the security and confidentiality of all College data and information.

The assigned e-mail address will be considered directory information under FERPA regulations unless the student completes a request for non-disclosure.

Communications that occur through the use of e-mail are subject to local, state, and federal law , including the Family Educational Rights and Privacy Act of 1974 (FERPA). All use of e-mail, including use for sensitive or confidential information, will be consistent with such laws.

**§8(6) Limitations on Use**

College technology resources shall not be used for commercial purposes unless authorized by the college.

It is prohibited to use college technology resources to store, access or send material that is obscene, illegal, or intended to defame or harass others.