SOUTHWESTERN
LAW SCHOOL
Los Angeles, CA

U.S. Department of Education Disclosures

Scheduled Review Date: May 2028 (Office of Institutional Effectiveness and General Counsel's Office)

A. Overview

Consistent with 34 C.F.R. §§ 668.43(a)(6) and 668.43(b), Southwestern Law School makes available to enrolled and prospective students information concerning its institutional and programmatic accreditation, state approval and authorization, procedures for reviewing supporting documents, and contact information for appropriate external complaint processes.

Other institutional and programmatic disclosures required by federal law, including 34 C.F.R. §§ 668.41 and 668.43(a), as applicable, are addressed in Southwestern's catalog, financial aid materials, institutional policies, and consumer information webpages. Professional-licensure information and any required individualized notices are addressed separately.

B. Corporate Information

Southwestern is organized in California as a nonprofit public benefit corporation to conduct and maintain an educational institution that offers legal instruction.

See attached April 12, 2007 Articles of Incorporation.

C. Accreditation Information

Southwestern holds institutional accreditation from the WASC Senior College and University Commission (WSCUC), granted July 9, 2026. This accreditation applies to Southwestern as an institution and includes its degree programs within WSCUC's approved scope. WSCUC is located at 1080 Marina Village Parkway, Suite 500, Alameda, CA 94501; (510) 748-9001.

See attached July 9, 2026 WSCUC letter.

Southwestern's Juris Doctor program is approved by the Council of the Section of Legal Education and Admissions to the Bar of the American Bar Association (ABA Council). The ABA Council is located at 321 North Clark Street, Chicago, IL 60654; (312) 988-6738.

See attached September 6, 2023 American Bar Association letter.

Under the Rules of the State Bar of California, an ABA-approved law school is deemed accredited by the Committee of Bar Examiners of the State Bar of California. This status derives from ABA approval and is not a separate institutional accreditation by the Committee.

See attached April 13, 2018 Committee of Bar Examiners of the State Bar of California Letter.

D. State Administrative Oversight Information

By virtue of its WSCUC institutional accreditation, Southwestern is exempt from approval by the California Bureau for Private Postsecondary Education (BPPE) under California Education Code § 94874(i). BPPE verified Southwestern's exemption on September 16, 2026. Southwestern separately maintains a state authorization agreement with BPPE under California Education Code § 94874.9, pursuant to which BPPE may review and act on complaints concerning Southwestern as provided in that agreement.

See attached September 16, 2026 BPPE Verification of Exemption letter and State Authorization Agreement with the BPPE.

E. Contact Information for Filing Complaints

Students may raise concerns through Southwestern's Student Complaint and Grievance Policy and Procedures (Including Complaints Implicating ABA Standards). Students and prospective students may also contact the agencies identified below. Southwestern does not require completion of its internal complaint process before an individual contacts BPPE. Other entities may have their own filing requirements.

WSCUC. Complaints alleging possible noncompliance with WSCUC Standards of Accreditation or policies may be submitted through WSCUC's Public Comments and Complaints process. WSCUC generally requires evidence of a serious prior effort to resolve the matter with the institution; its process does not adjudicate individual grievances. WSCUC's mailing address and telephone number appear in Section C.

ABA Council. Complaints alleging noncompliance with the ABA Standards for Approval of Law Schools may be submitted through the ABA Council's accreditation complaint procedures. The Council strongly encourages use of its complaint form and provides instructions for online, mailed, and anonymous complaints. Mailed submissions may be addressed to the ABA Section of Legal Education, 321 North Clark Street, Chicago, IL 60654. The ABA process addresses compliance with accreditation standards, not requests for individual relief.

BPPE. An individual may contact the Bureau for Private Postsecondary Education for review of a complaint. The Bureau may be contacted at 1747 North Market Blvd., Suite 225, Sacramento, CA 95834; https://www.bppe.ca.gov; telephone (916) 574-8900; fax (916) 263-1897. BPPE's toll-free telephone number is (888) 370-7589. Complaint filing instructions and online options are available on BPPE's website. Written complaints may be mailed as directed by BPPE to P.O. Box 980818, West Sacramento, CA 95798-0818.

Other states and jurisdictions. For complaint contacts in other states and jurisdictions relevant to Southwestern students, particularly students enrolled in the Online J.D. Program, consult Southwestern's State Student Concern Contact Information chart. Students should consult the relevant agency's current instructions for jurisdiction, time limits, and filing requirements.

A0660302

ENDORSED - FILED
in the office of the Secretary of State
of the State of California

APR 12 2007

Certificate of Restated Articles of Incorporation

Southwestern University

We, the undersigned corporate officers, certify as follows:

1. We are the Chief Executive Officer and Secretary, respectively, of Southwestern University.

2. The name of the corporation has been Southwestern University. Through this amendment and restatement of the Articles of Incorporation, the corporation hereby is changing the name of the corporation to Southwestern Law School, in addition to making other amendments.

3. The address of the corporation has been 675 South Westmoreland Avenue, Los Angeles, California 90005. Through this amendment and restatement of the Articles of Incorporation, the corporation hereby is changing the address of the corporation to 3050 Wilshire Boulevard, Los Angeles, California 90010. This change in address reflects a change only in the designation of the corporation's location, and not any change in the corporation's physical location.

4. Pursuant to Section 5819(a) of the *Corporations Code*, the Articles of Incorporation of this corporation are amended and restated to read in full as follows:

ONE: The name of this corporation is SOUTHWESTERN LAW SCHOOL.

TWO: This corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the California Nonprofit Public Benefit Corporation Law for educational, public, and charitable purposes. Among these purposes are the conducting and maintaining of an educational institution offering courses of instruction in the law and related subjects, and other purposes in support of the primary purpose of legal education. This corporation elects to be governed by all of the provisions of the Nonprofit Corporation Law of 1980 not otherwise applicable to it under Part 5.

Notwithstanding any other provision of these articles, the corporation shall not carry on any

activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue Law), or (b) by a corporation contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue Law).

THREE: Subject to any limitations contained in the articles or bylaws of this corporation, and in compliance with other provisions of the California Nonprofit Public Benefit Corporation Law and any other applicable laws, this corporation, in carrying out its activities, shall have all of the powers of a natural person.

FOUR: The income and property of this corporation is irrevocably dedicated to purposes set forth in Article Two above, and no part of the net income or assets of this organization shall ever inure to the benefit of any director, trustee, or officer of this corporation, or to the benefit of any private individual.

FIVE: Upon the winding up and dissolution of this corporation, and after paying or adequately providing for the debts and obligations of the corporation, the remaining assets shall be distributed to a nonprofit fund, foundation, or corporation that is organized and operated exclusively for public or charitable purposes and that has established its tax-exempt status under Section 501(c)(3) of the Internal Revenue Code of 1986, and no part of the net earnings of which inure to any private individual, and which does not as a substantial part of its activities carry on propaganda or otherwise attempt to influence legislation.

SIX: This corporation shall not have members as such, but the persons constituting its Board of Trustees shall, for the purpose of any statutory provision or rule of law relating to nonprofit

corporations, exercise all rights and powers vested in members by such statutory provision or rule of law.

SEVEN: (a) The net income and other property of the corporation shall be paid or distributed for the purpose specified in Article Two at such times and in such amounts as a majority of the Trustees then serving may determine.

(b) The corporation shall not make accumulations of its income which are unreasonable in amount or duration in order to carry out its purposes as set forth in Article Two.

EIGHT: No substantial part of the activities of this corporation shall consist of the carrying on of propaganda or otherwise attempting to influence legislation, nor shall this corporation participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf of any candidate for political office.

5. The foregoing amendment and restatement of the Articles of Incorporation have been duly approved by the Board of Trustees of the corporation.

6. The corporation has no members.

7. Pursuant to Section 5819(c) of the *Corporations Code*, these Restated Articles of Incorporation supersede for all purposes the corporation's original Articles of Incorporation and all subsequent amendments.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this Certificate are true and correct to the best of our knowledge.

Date: March 30, 2007

Bryant G. Garth
Chief Executive Officer

Date: March 30, 2007

Janis K. Yokoyama
Secretary

WASC | Senior College and University Commission

July 9, 2026

Ms. Darby Dickerson
President and Dean
Southwestern Law School
3050 Wilshire Blvd.
Los Angeles, CA 90010

Dear President Dickerson:

This letter serves as formal notification and official record of action taken concerning Southwestern Law School (SWLaw) by the WASC Senior College and University Commission (WSCUC) at its meeting June 26, 2026. This action was taken after consideration of the report of the review team that conducted the Seeking Accreditation Visit 1 to Southwestern Law School February 25-27, 2026 using the 2023 Standards of Accreditation. The Commission also reviewed the institutional report and exhibits submitted by Southwestern Law School prior to the Seeking Accreditation Visit 1and the institution's April 23, 2026 response to the team report. The Commission appreciated the opportunity to discuss the visit with you and your colleagues Sammy Elzarka, Director of Institutional Research; Laura Ponder, Chief Financial Officer; Natalie Rodriguez, Vice Dean; Anahid Gharakhanian, Vice Dean; Tracy Turner, Associate Dean for Learning Outcomes; and Lauren Hughes-Leslie, Chief of Staff. Your comments were very helpful in informing the Commission's deliberations. The date of this action constitutes the effective date of the institution's new status with WSCUC.

Actions

1. Receive the Seeking Accreditation Visit 1 team report
2. Grant Initial Accreditation for a period of eight years
3. Schedule the next reaffirmation review with the Offsite Review in fall 2033 and the Accreditation Visit in spring 2034
4. Schedule an Interim Report to be submitted by March 1, 2029 to address all areas for development in this letter.

Commendations

The Commission commends the institution for:

1. A faculty and staff that demonstrate a spirit of commitment to its mission and values, effective collaboration across the institution, and a healthy and supportive culture that extends to one another and to students.
2. The Board of Trustees, which is dedicated to SWL's institutional values, its past legacy, and future success and is deeply engaged in shared governance.

3. Through a thoughtful process that involved all stakeholders, adopting a strategic planning framework that fits SWL's distinctive culture and values and drives forward key strategic initiatives.
4. Providing opportunities for professional development to all staff and faculty, which has been embraced by the community and contributes to a culture of improvement and growth.
5. Its emphasis on public service and career preparation for students, implemented through a wide array of externships, clinics and practice courses that are accessible for students in all modalities that lead to the JD.
6. Managing effectively through financial and operational challenges with integrity, preserving the school's sustainability and reputation. Making innovations to legal education that serve its mission, including creating multiple pathways to the JD that accommodate the varied needs of students who seek to study law, such as the online program and the program to support students who are caregivers.
7. Updating, adopting, and implementing several policies and practices in the last few years that address important areas and create a clearer and more formalized structure, including, for example, the exigency policy and updated academic freedom policy.

Areas for Development

The Commission requires the institution to respond to the following areas for development:

1. Enhance its processes for evidence-based decision making, planning, and improvement by proceeding with its plans to build its capacity for institutional research and institutional effectiveness work, with emphasis on data integrity, integration, analysis, and dissemination. (CFRs 3.10, 4.4)
2. Develop a campus-wide master plan to serve as a road map for the future, which addresses upgrade, renewal, and capital maintenance of the campus, aligning the physical plant with strategic goals and quantifying estimates of future cost. (CFRs 3.4, 3.6)
3. Strengthen its strategic planning by aligning and integrating unit plans with strategic and operational goals and developing appropriate metrics for measuring success on a multi-year basis. (CFR 4.8)
4. Engage in careful analysis and planning as it expands its program offerings and increases enrollment to ensure that the organizational structure is effective and that operational support systems scale to match growth. (CFR 3.4, 3.11, 4.8)
5. Effectively demonstrate how it utilizes the results of the assessment of student learning, addressing both curricular and co-curricular activities in all programs and modalities, to inform planning and improvement. (CFRs 2.14, 4.5, 4.8)
6. Broaden the expertise of the Board of Trustees by adding members with more varied professional and educational backgrounds, such as business, finance, real estate, and higher education, in keeping with the initiative that is already underway. (CFR 3.8)

In taking this action to grant Initial Accreditation, the Commission confirmed that Southwestern Law School completed the institutional review process for Initial Accreditation conducted under the 2023 Standards of Accreditation. In keeping with WSCUC values, Southwestern Law School should strive for ongoing improvement with adherence to all Standards of Accreditation and their associated CFRs to foster a learning environment that continuously strives for educational excellence and operational effectiveness.

Southwestern Law School must use the following statement if it wishes to describe its accreditation status publicly:

> *Southwestern Law School is accredited by the WASC Senior College and University Commission (WSCUC), 1080 Marina Village Parkway, Suite 500, Alameda, CA 94501, 510.748.9001.*

Federal law requires that the WSCUC address and phone number appear in your catalog.

The accredited status of a program should not be misrepresented. The accreditation granted by WSCUC refers to the quality of the institution as a whole. Because institutional accreditation does not imply specific accreditation of any particular program at the institution, statements such as "this program is accredited" or "this degree is accredited" are incorrect and misleading. The phrase "fully accredited" is also to be avoided, since no partial accreditation is possible.

The Commission stipulated that this action encompassed the degrees offered by Southwestern Law School at the time of this action, as listed at the end of this letter as the Consolidated List of Currently Offered Degrees. Any proposed new degree programs, off-campus sites, online offerings, and/or changes in governance or ownership require review and approval through the Substantive Change process. Degree programs reviewed and included under this action may be extended to other currently approved campuses of the institution without prior Substantive Change action. Offerings at new locations may need to go through Substantive Change approval, in accordance with the requirements stated in the Substantive Change manual.

Institutions granted Initial Accreditation are required to:

1. Submit an Annual Report in the format required by the Commission.
2. Keep the Commission informed of any significant changes or developments. Any proposed new degree programs, off-campus sites, online offerings, and/or changes in governance or ownership require review and approval through the Substantive Change process.
3. Pay Annual Membership Dues prorated from the date of this action. An Annual Dues statement will be sent under separate cover.

In accordance with Commission policy, a copy of this letter is being sent to the chair of Southwestern Law School governing board. The Commission expects that the team report

and this action letter will be posted in a readily accessible location on the Southwestern Law School's website and widely distributed throughout the institution to promote further engagement and improvement and to support the institution's response to the specific issues identified in these documents. The team report and the Commission's action letter will also be posted on the WSCUC website. If the institution wishes to respond to the Commission action on its own website, WSCUC will post a link to that response on the WSCUC website.

Finally, the Commission wishes to express its appreciation for the extensive work that Southwestern Law School undertook in preparing for and supporting this accreditation review. WSCUC is committed to an accreditation process that adds value to institutions while contributing to public accountability, and we thank you for your continued support of this process. Please contact me if you have any questions about this letter or the action of the Commission.

Sincerely,



A. Maria Toyoda
President

AMT/jkh

Cc: Mary Marcy, Commission Chair
Sammy Elzarka, ALO
Lauren B. Leichtman, Board Chair
Members of the Seeking Accreditation Visit 1 team
John Hausaman, Vice President

Attachment: Consolidated List of Currently Offered Degrees

Consolidated List of Currently Offered Degrees		
Program Name	**Degree Level**	**Modality**
Bachelor's Degree/Juris Doctor (with California State University, Northridge)	Professional Doctorate	On-Site
Certificate in Bioscience Industry Law & Practice (with Keck Graduate Institute)	Non-Degree	On-Site
Entertainment & Media Law LLM	Masters	On-site
General LLM	Masters	On-site
Juris Doctor	Professional Doctorate	Onsite
Juris Doctor	Professional Doctorate	Distance Education
Juris Doctor/Master of Business Administration (with Claremont Graduate Univ.)	Professional Doctorate	Distance Education
Juris Doctor/Master of Business Administration (with Claremont Graduate Univ.)	Professional Doctorate	On-Site

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Dartmouth, MA

AMERICAN BAR ASSOCIATION
Legal Education and
Admissions to the Bar

321 N Clark Street
Chicago, IL 60654-7598
312.988.6738
legaled@americanbar.org
www.americanbar.org/legaled

September 6, 2023

Darby Dickerson
Dean and CEO
Southwestern Law School
3050 Wilshire Boulevard
Los Angeles, CA 90010

Dear Dean Dickerson:

This letter serves to confirm that Southwestern Law School was approved by the Council of the Section of Legal Education and Admission to the Bar of the American Bar Association (the "Council") in 1970 and remains an approved law school. The Law School completed its most recent comprehensive accreditation review in August 2023 and will undergo its next comprehensive accreditation review during the 2031-2032 academic year.

A law school that is approved by the Council continues in that status unless and until the Council takes formal action to remove that approval.

Please do not hesitate to contact my office if you have any questions.

Sincerely yours,

William E. Adams, Jr.

William Adams
Managing Director of Accreditation and Legal Education

WA/dm

THE COMMITTEE OF BAR EXAMINERS OF THE STATE BAR OF CALIFORNIA

OFFICE OF ADMISSIONS

180 HOWARD STREET • SAN FRANCISCO, CALIFORNIA 94105-1639 • (415) 538-2300

Committee of Bar Examiners

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Chair
San Diego

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Bakersfield

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Los Angeles

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LISA JEONG CUMMINS
Program Manager III, Examinations

GREG S. SHIN
Program Manager III, Operations & Management

MARK TORRES-GIL
Program Manager III, Moral Character Determinations

April 13, 2018

Susan Westerberg Prager, Dean
Southwestern Law School
3050 Wilshire Boulevard
Los Angeles, CA 90010

Dear Dean Prager:

This letter is in response to your office's request for written confirmation that the Committee of Bar Examiners of The State Bar of California (Committee) considers Southwestern Law School accredited.

In accordance with Rule 4.102 of the *Accredited Law School Rules:* "A law school provisionally or fully approved by the American Bar Association is deemed accredited by the Committee and exempt from these rules, unless the American Bar Association withdraws its approval." Since Southwestern Law School is approved by the American Bar Association, it is considered accredited by the Committee. Southwestern Law School's students who have met the pre-legal requirements for admission, who have passed or have established exemption from the First-Year Law Students' Examination, and who have completed the necessary legal education requirements and received their JD degrees are considered qualified to take the California Bar Examination. If they pass that examination and meet all other admission requirements, they would become eligible to be certified to the California Supreme Court as qualified for admission to practice law in California.

If there is anything further that I might be able to assist you with, please do not hesitate to contact me.

Sincerely,

Amy Nuñez
Interim Director III, Admissions

cc: Natalie Leonard, Program Manager

BUSINESS AND CONSUMER SERVICES AGENCY • GAVIN NEWSOM, GOVERNOR
DEPARTMENT OF CONSUMER AFFAIRS • BUREAU FOR PRIVATE POSTSECONDARY EDUCATION
1747 N. Market Blvd., Suite 225, Sacramento, CA 95834
P (916) 574-8900 | Toll-Free (888) 370-7589 | www.bppe.ca.gov

VERIFICATION OF EXEMPTION

September 16, 2026

Darby Dickerson
Southwestern Law School
3050 Wilshire Blvd.
Los Angeles, CA 90010

RE: Verification of Exempt Status – Application Number 260721136515

INSTITUTION: Southwestern Law School

EXEMPTION: Education Code section 94874(i)

BASIS FOR EXEMPTION: WASC - Education Code section 94874(i)

The Bureau for Private Postsecondary Education (Bureau) has completed the review of your Institution's Application for Verification of Exempt Status pursuant to the California Private Postsecondary Education Act of 2009 (Act) based on the application received on July 20, 2026.

The application demonstrates that Southwestern Law School has met the qualifications for exemption from regulation under the Act, pursuant to California Education Code (CEC) section 94874(i): *"An institution that is accredited by the Accrediting Commission for Senior Colleges and Universities, Western Association of Schools and Colleges, or the Accrediting Commission for Community and Junior Colleges, Western Association of Schools and Colleges".*

Pursuant to CEC §94874.7, this verification of exemption shall remain valid until September 16, 2028, as long as the institution maintains full compliance with the requirements of this exemption. Any of the following conditions will deem the institution ineligible for this exemption:

- there is a change/loss in accreditation;
- the institution is approved to participate in veterans' financial aid programs pursuant to Section 21.4253 of Title 38 of the Code of Federal Regulations unless the institution is *an independent institution of higher education, as defined in subdivision (b) of Section 66010;*

- or any other factor, that would render the institution ineligible for an exemption under the CEC section 94874(i).

Additionally, exempt institutions shall comply with CEC §94927.5 regarding the retention of student records and transcripts and their submission to the Bureau prior to closing.

If you require additional assistance on this matter, please contact Gina Robles at Gina.Robles@dca.ca.gov.

Sincerely,

_____

Gina Robles
Licensing Analyst

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev 06/03)

AGREEMENT NUMBER
SC#53555923
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME
Department of Consumer Affairs, Bureau for Private Postsecondary Education

CONTRACTOR'S NAME
Southwestern Law School

2. The term of this Agreement is: Upon execution by the Parties through June 30, 2027, with the option to renew

3. The maximum amount of this Agreement is: $1,076.00 (One Thousand Seventy-Six Dollars and No Cents) * per year
*Subject to amendment by the Bureau

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	1 page
– State Authorization Agreement	4 pages
Exhibit B – Budget Detail and Payment Provisions	1 page
Exhibit C – General Terms and Conditions	4 pages
Exhibit D – Special Terms and Conditions	1 page

RECEIVED
SEP 3 2026
B.P.P.E.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
Southwestern Law School

BY *(Authorized Signature)* — DATE SIGNED *(Do not type)*: 8 31 2026

PRINTED NAME AND TITLE OF PERSON SIGNING
Darby Dickerson, President and Dean

ADDRESS
3050 Wilshire Boulevard
Los Angeles, CA 90010

STATE OF CALIFORNIA

AGENCY NAME
Department of Consumer Affairs, Bureau for Private Postsecondary Education

BY *(Authorized Signature)* — DATE SIGNED *(Do not type)*: 9/9/26

PRINTED NAME AND TITLE OF PERSON SIGNING
Manila Vongmany, Deputy Bureau Chief

ADDRESS
1747 North Market Blvd., Suite 225
Sacramento, California, 95834

California Department of General Services Use Only

EXHIBIT A

SCOPE OF WORK

1. Pursuant to Section 600.9 of Title 34 of the Code of Federal Regulations, an institution that participates in the Federal student aid programs authorized under Title IV of the Higher Education Act of 1965, as amended, must be authorized by the State(s) where it is located. The purpose of this Agreement is to establish a cooperative relationship, in accord with California Education Code Section 94874.9, between the California Bureau for Private Postsecondary Education ("Bureau") and the named Contractor ("Institution") in order for the Bureau to review and act on complaints concerning the Institution. Additionally, pursuant to California Education Code Section 94874.9, the execution of this Agreement between the parties shall constitute establishment by the State of California for the Institution to offer programs beyond secondary education, including programs leading to a degree or certificate, in accordance with Section 600.9 of Title 34 of the Code of Federal Regulations. The Bureau shall provide services to the Institution in accordance with the provisions of this agreement, including the State Authorization Agreement, attached herein and labeled, Exhibit A, Attachment I – State Authorization Agreement.

2. The liaisons during the term of this agreement will be:

Department of Consumer Affairs **Bureau for Private Postsecondary Education**		**Institution**: Southwestern Law School	
Name:	Jennifer Freeman, Supervisor	Name:	Julie Xanders,General Counsel
Phone:	(916) 574-7422	Phone:	(213) 738-6626
Fax:	(916) 263-1897	Fax:	N/A
Email:	Jennifer.Freeman@dca.ca.gov	Email:	jxanders@swlaw.edu

Direct all agreement inquiries and notices to the above liaisons.

State Authorization Agreement

This State Authorization Agreement ("Agreement") is hereby made and entered into by and between the California Bureau for Private Postsecondary Education ("Bureau") and Southwestern Law School ("Institution"), a California nonprofit corporation, collectively known as the "Parties."

In consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the mutual receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

(1) PURPOSE

Pursuant to Section 600.9 of Title 34 of the Code of Federal Regulations, an institution that participates in the Federal student aid programs authorized under Title IV of the Higher Education Act of 1965, as amended, must be authorized by the State(s) where it is located. The purpose of this Agreement is to establish a cooperative relationship, in accord with California Education Code Section 94874.9, between the Parties for the Bureau to review and act on complaints concerning the Institution. Additionally, the execution of this Agreement between the Parties shall constitute establishment by the State of California for the Institution to offer programs beyond secondary education, including programs leading to a degree or certificate, in accordance with Section 600.9 of Title 34 of the Code of Federal Regulations.

(2) REPRESENTATIONS/WARRANTIES

A. The Institution represents and warrants that it is an "independent institution of higher education" as defined in Section 66010 of the California Education Code.

B. The Institution represents and warrants that it is accredited by the Western Association of Schools and Colleges pursuant to California Education Code Section 94874.9(a) & 94874(i).

C. The Institution represents and warrants that it formed as a nonprofit corporation in the state of California pursuant to California Education Code Section 94874.9(a) & 66010(b).

D. The Institution represents and warrants that it has not operated as a for-profit institution during any period on or after January 1, 2010, or has been verified by the Attorney General to contract with the Bureau pursuant to California Education Code Section 94874.1(a)

E. The Institution represents that it is willing and able to cooperate with any investigations of complaints received and understand that failure to do so may lead to termination of the contract.

F. The institution represents that it complies with all applicable state and federal laws, including laws related to fraud, abuse, and false advertising.

(3) EFFECTIVE DATE/TERM/RENEWAL

A. Term.

This Agreement shall be effective immediately upon both Parties executing this Agreement and terminate on June 30, 2027. Thereafter, this Agreement may be renewed for additional terms by agreement of both parties in writing.

It is mutually agreed that if the Bureau ceases to exist by government action during the initial term or any subsequent term of this Agreement, and there is no successor entity to the Bureau for Private Postsecondary Education, this Agreement shall be of no further force and effect. In this event, the Department of Consumer Affairs shall have no obligation to review and act on complaints concerning the Institution.

B. Termination.

The Bureau may terminate this Agreement at any time upon written notice to the Institution, unless otherwise provided in this Agreement.

The Bureau may terminate this Agreement if the Institution fails to comply with any provision of this Agreement, including paying the associated fee within allowable timeframes.

The Bureau may terminate this Agreement if it determines that Representations/Warranties on which this Agreement is based were false or are no longer accurate.

The Institution may terminate this Agreement at any time upon written notice to the Bureau, unless otherwise provided in this agreement.

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(4) STATE COMPLAINT PROCESS: COOPERATION OF PARTIES

Pursuant to this Agreement, and in accordance with Section 600.9 of Title 34 of the Code of Federal Regulations, the Bureau shall act as the state agency of record to receive consumer complaints from California residents enrolled at the Institution, regarding the Institution and shall review and determine the best course of action to resolve the complaint, which may include, but is not limited to, referring such complaints to the Institution's accrediting agency, or to another appropriate entity, as determined by the Bureau, to review, investigate, and resolve the complaint. The Institution shall cooperate with the Bureau and their accreditor and any other referring agency to resolve complaints received by the Bureau concerning the Institution.

(5) COMPLAINT PROCEDURES: REFERRALS

A. The Institution authorizes the Bureau to refer any complaint it receives related to the Institution, including any complaints related to institutional policies or procedures, or both, as determined by the Bureau, to the Institution, an accrediting agency, or another appropriate entity to review, investigate, and/or resolve.

B. The Bureau may notify the complainant, the Institution, and/or the USDOE of any such referral.

C. The Bureau shall retain the ability and responsibility to determine whether a referred complaint remains pending and/or has been resolved.

(6) INSTITUTION'S DESIGNATED LIAISON

The Institution hereby designates Julie Xanders,General Counsel
(Name and Title)
to act as a liaison with the Bureau for all complaints received by the Bureau related to the Institution.

(7) PROVIDING NOTICE TO STUDENTS

The Institution shall provide the following disclosure notice in all written and Internet-based documentation in which the Institution's student complaint processes are described, including the student catalog, student handbook, and the Institution's Internet Web site:

> "An individual may contact the Bureau for Private Postsecondary Education for review of a complaint. The bureau may be contacted at 1747 N. Market Street, Suit 225, Sacramento, CA 95834, http://www.bppe.ca.gov, Telephone: (916) 574-8900, Fax: (916) 263-1897."

The Institution shall ensure that the required notice contains the most recent and accurate contact information as provided by the Bureau.

(8) ANNUAL FEE

The Institution shall pay the Bureau for costs incurred by the Bureau for Private Postsecondary Education to perform activities related to this Agreement, set by California Education Code Section 94874.9 as one thousand seventy-six dollars ($1,076 each year, unless another amount is later determined by the Bureau through the administrative rulemaking process. .

(9) NON-CONFIDENTIAL AGREEMENT

This Agreement is not confidential. The Institution consents to the Bureau posting the Institution's name and the standard form of this contract on its Internet Web site.

(10) HOLD HARMLESS/INDEMNIFICATION

The Institution agrees to indemnify and hold harmless the Bureau for Private Postsecondary Education, the California Department of Consumer Affairs and their designated representatives, agents, and employees from any and all liability, loss, damage, cost, or expense, including reasonable counsel fees and expenses, paid or incurred by reason of the Institution's breach of any of the obligations, covenants, representations, or terms contained in this Agreement, or otherwise by reason of the Institution's unlawful conduct.

(11) GENERAL PROVISIONS

A. Modification of Agreement. This Agreement may be supplemented, amended, or modified by the mutual agreement of the parties. This Agreement will not be modified except by further writing signed by both parties.

B. Notices: All notices arising out of, or from, the provisions of this Agreement will be in writing and given to the Parties either by regular mail, electronic mail, facsimile, or delivery in person.

C. Entire Agreement: This Agreement and Exhibits identified as Exhibit A through D represent the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersedes any prior or contemporaneous discussions, representations, or agreements, oral or written, of the Parties regarding this subject matter. Exhibits A through D are hereby incorporated by this reference.

D. Severability: If any provision contained in this Agreement is determined by a court of competent jurisdiction, or an arbitration tribunal, to be invalid or unenforceable, said determination will not affect the validity and enforceability of the remaining provisions hereof. The Parties represent that they are not aware that any provision of the Agreement is invalid or unenforceable.

E. Waiver: No waiver by either Party, whether express or implied, of any right or obligation set forth in this Agreement, or any breach or default, will constitute a continuing waiver of that or any other right, obligation, breach, or default.

F. Paragraph Headings: The paragraph headings and numbers in this Agreement are for convenience only and will not be deemed to affect in any way the language of the provisions to which they refer.

G. Counterparts by Facsimile or Email: This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

The Institution shall pay the Bureau for costs incurred by the Bureau to perform activities related to this Agreement, set by California Education Code Section 94874.9 as one thousand seventy-six dollars ($1,076.00) each year, unless another amount is later determined by the Bureau through the administrative rulemaking process. The Bureau is not responsible for any financial performance of this Agreement.

The Institution shall send payments to the following address:

Bureau for Private Postsecondary Education
Attn: State Authorization Contract
P.O. Box 980818
West Sacramento, CA 95798-0818

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of unlawful discrimination. Contractor and subcontractors shall comply with the applicable provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
a. The Government Code Chapter on Antitrust claims contains the following definitions:
1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support

enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. IMPRACTICABILITY OF PERFORMANCE: This Agreement may be suspended or cancelled, without notice at the option of the Bureau, if the Bureau's or State's premises or equipment is destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Bureau is unable to render service as a result of any action by any governmental authority.

2. WRITTEN NOTICE: To the extent possible, the Bureau will provide written notice to the Institution if it cannot perform under this Agreement.