

LEGAL OFFICE PROCEDURES (245)

REGIONAL – 2016

Part I – OBJECTIVE (40 @ 5 points each) _____ (200 points)

Part II – PRODUCTION

Job 1 – Separation Agreement _____ (100 points)

Job 2 – Letter _____ (100 points)

TOTAL POINTS _____ (***400 points***)

Failure to adhere to any of the following rules will result in disqualification:

1. **Contestant must hand in this test booklet and all printouts. Failure to do so will result in disqualification.**
2. **No equipment, supplies, or materials other than those specified for this event are allowed in the testing area. No previous BPA tests and/or sample tests or facsimile (handwritten, photocopied, or keyed) are allowed in the testing area.**
3. **Electronic devices will be monitored according to ACT standards.**

No more than ten (10) minutes orientation
No more than 60 minutes actual testing time
No more than ten (10) minutes wrap-up

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GENERAL INSTRUCTIONS

1. Answer the objective questions using the Scantron scoring sheet provided.
2. Make certain this test booklet contains Jobs 1 and 2.
3. For any job where you would normally use your reference initials, use your contestant number. Your name or initials should NOT appear on any work you submit. **Key your contestant number and job number as a footer in the lower left-hand corner of all work submitted.**
Example:
99-9999-9999 Job 1
4. If you finish before the end of the testing time, notify the administrator. Time may be a factor in determining the winner in the event of a tie.
5. When turning in your completed work, place your Scoring Sheet on top of all your jobs. The jobs should be arranged in numeric order. Turn in all partial jobs.

Production Standards	
0 errors	100 points
1 error	90 points
2 errors	70 points
3 errors	0 points

PART I – OBJECTIVE

Multiple Choice Directions: Mark on the Scantron scoring sheet the letter of the answer that best answers the question or completes/describes the statement.

1. Persons who are in the blood line of the ancestor are referred to as
 - a. devisee
 - b. descendants
 - c. deceased
 - d. domiciled

2. Real or personal property owned by a person or entity, whether tangible or intangible, is considered a(n)
 - a. asset
 - b. liability
 - c. owner's equity
 - d. principal

3. In written communications, "mixed punctuation" refers to which of the following?
 - a. Using both upper case and lower case alphabet letters
 - b. Including a punctuation mark after a salutation and a complimentary closing
 - c. Keying the subject line in all caps
 - d. Including reference initials for both the writer and the document preparer

4. A first version of a document that is intended for client review or attorney revision is referred to as a
 - a. brief
 - b. draft
 - b. statement
 - c. template

5. A legal action that takes the decision of lower court to a higher court is a(n)
 - a. appeal
 - b. civil action
 - c. motion
 - d. *ex parte*

6. A(n) _____ is a written decision by a court about a matter brought before it.
 - a. allegation
 - b. judgment
 - c. hearing
 - d. statement

7. The first document filed with the court to begin a legal action is a(n)
 - a. affidavit
 - b. complaint
 - c. motion
 - d. summons

8. The _____ is the part of the complaint or petition that asks for specific relief or compensation to be granted.
 - a. award
 - b. directed verdict
 - c. judgment
 - d. prayer for relief

9. The legal principle that grants an entity the authority to sue another entity is referred to as
 - a. civil law
 - b. injunction
 - c. jurisdiction
 - d. standing

10. Which of the following documents requires a person to both appear and to produce documents?
 - a. appearance
 - b. subpoena
 - c. subpoena *duces tecum*
 - d. *writ of certiorari*

11. A statute of limitations rule enforces which of the following actions?
 - a. defendants must be served notice of a lawsuit against them
 - b. only cases within a defendant's jurisdiction can be heard by the court
 - c. a complainant has a limited period within which to file a complaint
 - d. the number of plaintiffs or defendants in a lawsuit is limited

12. Which title is given to a person who administers the affairs of a probated estate?
 - a. Executor
 - b. Grantor
 - c. Guardian
 - d. Guardian *ad litem*

13. A capital case is one that is
 - a. a contract regarding business finances
 - b. in a state jurisdiction only
 - c. punishable by death
 - b. tried by a judge, not a jury

14. Rules that govern the action of an organization or corporation are the
 - a. articles of incorporation
 - b. bylaws
 - c. meeting minutes
 - d. proxy

15. If your attorney asks for five (5) grouped photocopies of four pages (pages 1, 2, 3, 4), what would the results of your photocopy job look like?
 - a. 1-2-3-4
 - b. 1-1-1-1-1, 2-2-2-2-2, 3-3-3-3-3, 4-4-4-4-4, 5-5-5-5-5
 - c. 1-2-3-4, 1-2-3-4, 1-2-3-4, 1-2-3-4, 1-2-3-4
 - d. 1-1-1-1-1, 2-2-2-2-2, 3-3-3-3-3, 4-4-4-4-4

True/False Directions: Mark A on the Scantron scoring sheet for true and B for false to give the best answer to the following statements.

16. Attorneys are never allowed to represent clients for no compensation.
 - A. True
 - B. False
17. Attorneys may be held accountable for unethical actions performed by a member of their staff.
 - A. True
 - B. False
18. A notary public may only notarize a document if the signature was performed in the physical presence of the notary.
 - A. True
 - B. False
19. All communications from your office computer belong to the organization *except* for the personal messages you create or send/receive during your regular breaks.
 - A. True
 - B. False
20. Some court decisions are published, and some court decisions are not published.
 - A. True
 - B. False
21. Most correspondence sent in the U.S. mail from a legal office is sent by Registered Mail.
 - A. True
 - B. False
22. There are two main types of court systems: federal court systems and state court systems.
 - A. True
 - B. False
23. A summons is a document that requires a person to appear at a certain place and time.
 - A. True
 - B. False
24. Family law is an area of law that encompasses divorces, paternity cases, adoptions, and bankruptcies.
 - A. True
 - B. False

Matching Directions: Mark on the Scantron scoring sheet the letter of the answer that best matches the item's description. More options are given than needed; choose only one right answer.

Legal Terminology	
25. A person appointed by the court to represent a minor or incapacitated person.	a. <i>Guardian ad litem</i> b. <i>Ipsa facto</i> c. <i>Per capita</i> d. <i>Pro se</i>
26. Something counted according to the number of individuals.	
27. Representation of one's self in a legal matter, without an attorney.	
28. The nature of the thing speaks for itself.	

Legal Document Preparation	
29. Lines drawn in a legal document for the signer to include the date on which the document was signed.	a. Boilerplate b. Continuation page(s) c. Date blanks d. Verification
30. Any page(s) that follow the first page of a legal document or correspondence.	
31. Language often included at the end of a document that states under oath that the statements in the document are true.	
32. An entire document, or sections of a document, with standard legal language that is used like a template.	

Legal Office Word Processing	
33. A word processing feature that can combine a document with a data source to create multiple documents for separate individuals.	a. Citation b. Mail merge c. Table of contents d. Track changes
34. An abbreviation used in legal writing that points to a source for legal authority.	
35. A section that usually appears toward the beginning of a document to list of all the sections in a document.	
36. A word processing function that shows original text, deleted text, and edited text for ease of reviewing.	

Legal Documents	
37. The first document filed in a civil lawsuit.	a. Affidavit b. Brief c. Complaint d. Notice
38. A court document that sets the date for a hearing or a trial.	
39. A written document made voluntarily that states facts under oath.	
40. A document filed with the court that provides legal argument intended to persuade the court to determine an outcome.	

PART II – PRODUCTION

You work for Beeks & Beare, Attorneys at Law. One of your clients is Rebecca Swain, who requested your firm to prepare a separation agreement for her divorce. Your attorney instructs you to prepare a **Separation Agreement** (Job 1) using the information below to fill in the blanks. You will also prepare a **letter** (Job 2) to send the draft **Separation Agreement** to the client.

Be sure to follow the **General Instructions** by keying your contestant number and job number as a footer (refer to General Instructions No. 3, located on page 2 of this exam).

Job 1 – Separation Agreement

Prepare the following Separation Agreement according to the Professional Business Associates *Style & Reference Manual*.

(Contestant: attach your printed Separation Agreement to the Score Sheet.)

Prepare the following Separation Agreement as a single-spaced document and double space between paragraphs with left-aligned paragraphs. Include a simple page number (1, 2) at the bottom center of the page. Fill in the blanks with the client information provided. Use the information provided in the Client, Other Parties and Facts section to complete the information (blank lines) in the SEPARATION AGREEMENT. Leave no blanks, and remove the instructions from the document. Correct any misspellings, grammar, or other keyboarding errors in the following content.

Client	Rebecca Swain, wife	
Other Parties	Romero Swain, husband Victor Chubb Swain, only child born of the marriage on 02/18/2004	
Facts	Married on February 14, 2001, in Las Vegas, Nevada	
	<u>Wife's debts:</u> Credit card debt \$12,500 Automobile lease \$350/mo Medical bills (wife) \$1,200	<u>Husband's debts:</u> Tulsa, OK, residence \$329,000 Student loans \$82,000 Medical bills (husband and child) \$3,800
	<u>Wife's property:</u> 2006 Lexus Personal effects	<u>Husband's property:</u> Tulsa, OK, residence and furnishings Personal effects
	<u>Child support:</u> Wife shall pay husband \$900/mo child support	

Separation
Agreement
Template

SEPARATION AGREEMENT

_____ [name], referred to as Husband, and _____ [name], referred to as Wife, agree as follows:

The parties were lawfully married on _____ [date] at _____ [city, state]. The parties now agree to live separate and apart. The parties nevertheless desire to resolve certain issues and have entered into this agreement.

The parties have children born of this marriage, referred to as Children, who are as follows:

Name	Age	Date of Birth
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

[continue numbered list, if necessary]

The parties have made a complete disclosure to one another of financial matters, and each is satisfied that they have had sufficient disclosure of individual and joint finances.

The parties have each been advised by counselors of their own choice regarding their legal rights and any disclosures made herein.

Husband shall assume the following debts and shall not hold Wife responsible for the same:

1. _____
2. _____
3. _____

[continue numbered list, if necessary]

Wife shall assume the following debts and shall not hold Husband responsible for the same:

1. _____
2. _____
3. _____

[continue numbered list, if necessary]

Neither party shall incur any further debts which may result in joint liability. In the event that either party incurs a debt on joint credit of the parties, that party shall be responsible for the total amount of that debt.

As child support, _____ [husband or wife] shall pay support monthly in the amount of _____ Dollars [key amount in words and figures]., \$_____.

Personal property of the parties shall be divided as follows:

Husband shall have the following property:

1. _____
2. _____
3. _____

[continue numbered list, if necessary]

Wife shall have the following property:

1. _____
2. _____
3. _____

Job 2 – Letter

(Contestant: attach your printed Letter to the Score Sheet.)

Prepare the following letter according to the Professional Business Associates *Style & Reference Manual*. Create the correct format for the letter, and correct any misspellings, grammar, or other keyboarding errors in the following content.

Date	[use current date]
Addressee	Ms. Rebecca Swain, 13 42 nd Street, Brooklyn, New York 11232-2611
Subject Matter	Separation Agreement
Salutation	Dear Rebecca
Closing Block	Sincerely Kelly Beare Attorney at Law Contestant #
Letter Content	<p>Enclosed is a first draft of the Separation Agreement you instructed me to create. Please review it for accuracy.</p> <p>I think the final version should contain more detail, such as credit card numbers and the legal description for the Tulsa home. If there are any other outstanding debts or separate property you wish to include in the document, please let me know.</p> <p>Once I hear from you, I will prepare the final copy and forward it to you for your signature.</p> <p>[insert closing block for Kelly Beare]</p>



LEGAL OFFICE PROCEDURES (245)

REGIONAL – 2016

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Part II – PRODUCTION

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TOTAL POINTS _____ (***400 points***)

Judge/Graders: Please double check and verify all scores and answer keys!

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Example: 99-9999-9999
Job 1
4. If you finish before the end of the testing time, notify the administrator. Time may be a factor in determining the winner in the event of a tie.
5. When turning in your completed work, place your Scoring Sheet on top of all your jobs. The jobs should be arranged in numeric order. Turn in all partial jobs.

Production Standards	
0 errors	100 points
1 error	90 points
2 errors	70 points
3 errors	0 points



LEGAL OFFICE PROCEDURES – REGIONAL 2016
ANSWER KEY
Page 3 of 6

- | | | | |
|-----|---|-----|---|
| 1. | B | 21. | B |
| 2. | A | 22. | A |
| 3. | B | 23. | A |
| 4. | B | 24. | B |
| 5. | A | 25. | A |
| 6. | B | 26. | C |
| 7. | B | 27. | D |
| 8. | D | 28. | B |
| 9. | D | 29. | C |
| 10. | C | 30. | B |
| 11. | C | 31. | D |
| 12. | A | 32. | A |
| 13. | C | 33. | B |
| 14. | B | 34. | A |
| 15. | D | 35. | C |
| 16. | B | 36. | D |
| 17. | A | 37. | C |
| 18. | A | 38. | D |
| 19. | B | 39. | A |
| 20. | A | 40. | B |



Job 1—Separation Agreement
(top margin 1”, side margins 1”)

SEPARATION AGREEMENT

Romero Swain, referred to as Husband, and Rebecca Swain, referred to as Wife, agree as follows:

The parties were lawfully married on February 14, 2001, at Las Vegas, Nevada. The parties now agree to live separate and apart. The parties nevertheless desire to resolve certain issues and have entered into this agreement.

The parties have a child born of this marriage, referred to as Child, who is as follows:

Name	Age	Date of Birth
1. Victor Chubb Swain	12	02/18/2004

The parties have made a complete disclosure to one another of financial matters, and each is satisfied that they have had sufficient disclosure of individual and joint finances.

The parties have each been advised by counselors of their own choice regarding their legal rights and any disclosures made herein.

Husband shall assume the following debts and shall not hold Wife responsible for the same:

1. Tulsa, OK, residence \$329,000
2. Student loans \$82,000
3. Medical bills (Husband and child) \$3,800

Wife shall assume the following debts and shall not hold Husband responsible for the same:

1. Credit card debt \$12,500
2. Automobile lease \$350/mo
3. Medical bills (Wife) \$1,200

Neither party shall incur any further debts which may result in joint liability. In the event that either party incurs a debt on joint credit of the parties, that party shall be responsible for the total amount of that debt.

Contestant # **99-9999-9999**

Job # **1**



As child support, Wife shall pay support monthly in the amount of Nine Hundred and no/100 Dollars, \$900.00.

Personal property of the parties shall be divided as follows:

Husband shall have the following property:

1. Tulsa, OK, residence and furnishings
2. Personal effects

Wife shall have the following property:

1. 2006 Lexus
2. Personal effects

Any property not specifically divided herein shall be subject to distribution at a later time.

The parties agree that this agreement is intended to be a final disposition of the matters agreed upon herein. This agreement may be introduced into evidence and incorporated in a final decree of dissolution of marriage. In the event that any disputes occur regarding this agreement, the prevailing party shall be entitled to reasonable attorney's fees regarding such enforcement.

Romero Swain

Date

Rebecca Swain

Date

NOTE TO GRADER: This document should be single-spaced, per instructions. Blank lines and document instructions should be removed. The language should be edited from the original document to reflect one child. Job 1 will fit on two pages.



LEGAL OFFICE PROCEDURES – REGIONAL 2016
ANSWER KEY
Page 6 of 6

Job 2— Letter to Client
(top margin 2”, side margins 1”)

[use current date]

(QS)

Ms. Rebecca Swain
13 42nd Street
Brooklyn, NY 11232-2611

(DS)

Dear Rebecca

(DS)

SEPARATION AGREEMENT

(DS)

Enclosed is a first draft of the Separation Agreement you instructed me to create. Please review it for accuracy.

I think the final version should contain more detail, such as credit card numbers and the legal description for the Tulsa home. If there are any other outstanding debts or separate property you wish to include in the document, please let me know.

Once I hear from you, I will prepare the final copy and forward it to you for your signature.

(DS)

Sincerely

(QS)

Kelly Beare
Attorney at Law

(DS)

Contestant #

(DS)

Enclosure: Separation Agreement

The word *Enclosure* may be used alone or the enclosure document may be listed.

NOTE TO GRADER: The date of the letter may be different depending on the contest day. The Enclosure notation may appear differently than shown, but if it appears in any proper format, do not deduct points. The *Style & Reference Manual* calls for open punctuation. Job 2 will fit on one page.

Contestant # **99-9999-9999**

Job # **2**