

# American Sports University

## Student Handbook

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**2014-2015**



**Home of the Screaming Eagles**

## ■ About the Student Handbook

This handbook contains information pertaining to American Sports University’s policies, procedures and services. The information presented in this book is subject to change from time to time, and American Sports University reserves the right to depart, change, alter, update, eliminate, expand or edit without notice any policy or procedure referred to in this handbook. This handbook is not intended to and should not be regarded as a contract between the University and any student(s)/resident(s) or other person(s). Anyone who needs assistance regarding any matter(s) is advised to verify it independently with the appropriate department(s).

Suggestions, comments, and questions regarding this or future editions of the Student Handbook may be addressed to Dean of Academics.

## ■ American Sports University Diversity Mission Statement

American Sports University strives to establish itself as an institution of higher learning that actively seeks, attracts, supports and retains diverse students, faculty and staff at all levels, demonstrated through its commitment to social justice, its respectful and vibrant community, and its encouragement and support of each individual in the achievement of his or her full potential.

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**PRESIDENT’S WELCOME**

Dear ASU Student,

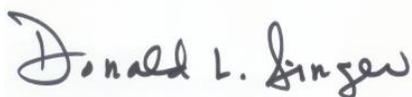
Hello and a warm welcome to you from the office of the President. We are thrilled that you have chosen to join our ASU community. A rich educational, professional, and interpersonal experience awaits you here.

During your time as a prospective student, and as an applicant and admitted student, you have had the opportunity to work most closely with our staff in the Admissions Department. As you move to being an enrolled student, our staff members look forward to working with you further. Our goal is to help make your student experience a smooth one, from matriculation to graduation. To that end, we will do our best to serve you, and respond to your questions and concerns in a timely and professional manner. Our hope is that you will work with us in helping to ensure that your experience at ASU is the best it can be.

As your time with us begins, you’ll be hearing from me about regular open office hours I’ll be offering. These will take place at different times during each semester, to enable students to come and meet with me without having to make a special appointment. If you have a question or need some assistance, please do not hesitate to contact us.

Once again, welcome to ASU and my best to you. I look forward to meeting you soon.

Sincerely,




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Donald L. Singer, Ph. D.

## ABOUT AMERICAN SPORTS UNIVERSITY

American Sports University (ASU) began in the fall of 2006 in San Bernardino, California. The University was granted permanent approval by the California Bureau of Private Post-Secondary and Vocational Education (BPPVE) in the summer of 2007 and is in the process of seeking further national and regional accreditation.

ASU is the only four-year university in the nation that is solely dedicated to prepare those individuals who are interested in the sports industry with both an academic and applied understanding of the business side of sports. As a result of our exclusive focus on the business side of the sports industry, ASU is uniquely qualified and committed to effectively teach the specific interests, learning styles, and professional goals of our unique and growing student body, and to prepare them to be successful future leaders in today's increasingly competitive business of sports.

ASU is located in the heart of downtown San Bernardino, California, within an hour's drive of Palm Springs and Los Angeles. The city is the gateway to the San Bernardino National Forest and mountains. California State University San Bernardino and San Bernardino Valley College are also located in our town. Many golf and recreational opportunities are available in the Inland Empire that surrounds the city. ASU is located near additional local attraction such as: Disneyland, Knott's Berry Farm, Universal Studios, The Getty Museum, Santa Monica Pier, Hollywood, Victoria Gardens Mall, Malibu Beach, The Queen Mary and many other tourist destinations. ASU's location in Southern California offers ideal access to the booming sports industry, with several professional, college, and high school teams in our area, as well as one of the largest and most lucrative sports markets in the world.

The University offers an undergraduate degree program that leads to a Bachelor of Science in Sports Education. Course work is available for students who wish to concentrate in Sports Management, Marketing, and Recreation Management; Sports Coaching, Fitness, and Health; Sports Multimedia; and Golf Management at both the degree and certificate levels. The programs emphasize theoretical and practical sports experiences in each of the concentration areas. The University also offers a Master of Science degree in Sports Business.

## ACADEMIC RESOURCES

### ■ University Communication

The University uses email as the preferred way of communicating important and official information with its students. Students are responsible for being aware of official messages sent to each student's personal account. ASU expects that every student will receive email at his or her assigned University address and will read email on a frequent and consistent basis. A student's failure to receive and read University communications in a timely manner does not absolve that student from knowing and/or complying with the content of such communications. Further ASU is absolved of any responsibility for actions, exemptions, penalties or sanctions taken by the University due to the students' failure to keep abreast of such email communications.

### ■ Internet Access

Access to the internet is available through wireless network coverage in every classroom, as well as in public workstations located in designated areas on campus.

### ■ Library

The ASU Library is currently in development, and will serve as an important resource for students and faculty. All ASU students are encouraged to use the library, subject to the general regulations, which may be obtained by contacting the Dean of Academics.

### ■ Registrar/Admissions Director/Finance Director

In coordination with the Admissions Department, the Registrar is responsible for registering all students in credit courses, maintaining all drop/add amendments, obtaining and maintaining all student grades and attendance records, maintaining and issuing student

transcripts and other official records, and verifying enrollment status. The Finances Department is responsible for assessing charges and fees, as well as for collecting payments for such fees. Any outstanding fees must be "paid in full" before grades or transcripts will be issued or released. Students who transfer from ASU to another institution are responsible to pay or make arrangements to pay all outstanding fees and financial obligations before the University will release any information about the Students Grades or Academic Record. All requests for Academic Records must be provided in written form by the student to the Registrar before issuance.

### ■ **Updating Address/Phone Information**

It is important that the University has your current mailing and permanent address to ensure that all mailings, emails, emergencies, etc. reach you in a timely manner. Please check your address information on file. All changes of address (both mailing and permanent) should be submitted in writing to the Registrar within 10 days of change. Please also include your phone number(s), emergency contact person(s), additional email addresses etc.

### ■ **Change of Program/Degree**

Students who are currently registered in a degree program at ASU who wish to change their concentration may contact Student Services to obtain specific requirements for transfer and for details concerning the appropriate course of action. Bear in mind that certain program conditions and requirements existent upon entrance to the University may be subject to change. Students interested in pursuing a graduate degree upon completion of their undergraduate program may contact the Admissions Department concerning the application process.

### ■ **Transcript Requests**

Transcripts must be requested in writing. Include your name (and any changes in your name since you were a student here), dates of attendance and/or date of graduation and the address(es) to which the transcript(s) should be mailed. Remember to sign your request and to include any fees which must be sent along with the transcript. Student Financial Accounts must be current or paid in full before transcripts will be released. This includes students with deferments, who must begin payments immediately upon leaving ASU for any reason other than graduation.

### ■ **Transfer Credits**

The awarding of credit for coursework completed at any other institution is at the sole discretion of ASU. Transfer coursework must be established as equivalent (comparable) to coursework required in the program in which the student is enrolled. This is established through a review of transcripts and catalogs of the institution in which credit was earned.

Only courses bearing grades of C (C) or higher may be transferred to an undergraduate program. Graduate coursework must be completed at a minimum grade level of B (B). Courses bearing grades such as "pass" or "credit" may be transferred provided the regulations of the sending institution indicate that such credit represents work at the level of C or higher for undergraduate programs (B) for graduate. Coursework bearing "pass" or "credit" grades may only be accepted for inclusion in a specific program upon review and approval of the program administration and faculty.

Credits allowed through transfer will be recorded on the enrollment record and the length of the course will be adjusted accordingly. In addition, the student and all relevant bodies will be properly notified.

## **STUDENT RESOURCES**

### ■ **Checklist for New Students**

- Attend New Student Orientation
- Receive/Read/Sign Student Handbook
- Review the schedule of classes, Degree Programs, ASU Catalog
- Fill out Application for Admission and Pay Admission Fee

- Obtain/Apply for Scholarships/Financial Aid Applications
- Review registration procedures and policies
- Register for classes
- Have Photo I.D. Picture Taken
- Order Books/Course Materials
- Create an email account
- Make your tuition, fees, and housing payments
- Update your address information
- Get your I.D. card
- Attend Classes/ Labs/ Workshops/ Convocations

### ■ Checklist for Continuing Students

- Pay All Fees from previous semester
- Receive/Read/Sign Student Handbook each Academic Year
- Holds
  - Resolve holds on your accounts that prevent registration by contacting the appropriate department.
- Obtain Grades from Business Office
- Review the schedule of classes
- Review all registration procedures and policies
- Update your address information
- Special Permission
  - Obtain special permission for special approval courses and course overrides for any courses that require an override for degree restrictions, major restrictions, prerequisite or co-requisite requirements, or to enter a closed course.
- Register for classes
- Order Books/Course Materials
- Make your tuition, fees, and housing payments
- Verify student I.D.

### ■ Access and Services for Individuals with Disabilities

American Sports University strives to be responsive to both the letter and spirit of the Americans with Disabilities Act and other similar legislation. Individuals with disabilities are encouraged to contact the Business Office to register as an individual with a disability. Services are available only to individuals who are registered and have submitted appropriate documentation. Individuals can register for services throughout the semester; however, students are strongly encouraged to review requests for accommodations with the Business Office at the beginning of or prior to each semester.

### ■ Career Services

ASU is committed to guiding all students and alumni throughout the different phases of the career development process. Whether you are entering a new field, advancing within your current profession, or changing directions, we will help you identify and develop the skills and resources necessary for achieving your career goals. Contact Dean of Academics for information.

### ■ Dining Services

ASU features The Fusion Sports Bar & Grille, offering students and downtown San Bernardino a diverse dining experience, with Chinese, Italian, Mexican, Korean, Indian, Japanese, and American food all under one roof. Students may purchase food or use meal tickets that can be purchased by the month. Vouchers may be purchased from the Finance Office. \$300 per month redeems 48 vouchers, 24 breakfast vouchers and 24 entrée (lunch or dinner) vouchers. For other local eatery options, see the list of restaurants in the Student Directory.

### ■ International Services

American Sports University welcomes international scholars and faculty to our academic and social community. International Services provides extensive orientation and intercultural programs throughout the year; information on responsibilities, benefits and options under immigration laws and regulations; and counseling on personal, financial, cultural, academic, and other concerns.

The staff also assists students in contacting campus and community resources, when appropriate. In addition, International Services provides visa and orientation for international visiting students, visa services for non-immigrant faculty and staff, resources for delegations of international visitors, and assistance to the University community on international issues.

### ■ **New International Student Orientation**

At the beginning of the Fall and Spring semesters, new international students are strongly encouraged to attend New International Student Orientation. At the sessions, continuing international students offer their advice and hints on life as a student. Topics include personal security, financial aid, living on a tight budget, strategies for academic success, and cultural adjustment.

## **ASU STUDENT DORMITORY**

### ■ **Residential Services**

ASU strives to meet the educational mission of the institution by supporting a multicultural campus community that supports students, faculty, and staff in their academic and professional endeavors.

Student housing is available on the ASU campus. The dormitory houses up to 300 students and provides a unique opportunity for students to establish new friendships, explore other worldviews, and take advantage of downtown San Bernardino. The unique aspects of ASU's multicultural community support students in their academic endeavors and personal growth.

The Dormitory includes single, double, triple, quad and VIP accommodations. Students may choose which of these types of accommodations best fit their financial situation, and ASU will make every effort to meet these requests on an availability basis. In order to be eligible for student housing, residents must be enrolled in a degree program and must also be registered for classes. To maintain eligibility, residents must be registered for a minimum of 3 credit units, be current in tuition and dormitory payments.

All undergraduate students in their first year of enrollment at the University, regardless of class standing, must live in University housing. Exceptions to the rule must be requested in writing and directed to the Dean of Operations.

Unlike tuition, prepaid dormitory payments are non-refundable under any circumstances. All Contracts are established on an academic year basis and include all "breaks," holidays or other periods of time in which residents may not be on property. Under the housing agreement that all residents of the dormitory sign and agree to, residents may have guests at University housing. Guests must be respectful of the University community and residents and are expected to comply by University policy while on campus.

### ■ **Terms and Conditions – Residence Life Policies**

Residence hall living is an integral part of the total educational process and experience at American Sports University. Every effort is made to provide opportunities for personal growth and development in a congenial atmosphere. Successful experience in group living requires of each student an attitude of cooperation, an acceptance of social responsibility, a willingness to participate for the common good, and a desire to benefit from the interpersonal relationships that are available. Specifically, students are expected to live in a residence hall environment:

- in which the needs and rights of the individual are balanced with those of the group;
- that is clean, friendly, safe, and secure;
- that is free from excessive noise, distraction or chaos;
- that is conducive to learning and studying;
- where individual privacy is respected within the confines of appropriate behavior and proper conduct, and mutual respect for rights and privacy of fellow residents.

#### ***1. Eligibility Requirements***

- A. Any person who has been admitted to or is continuing at the University as a student;
- B. Any person who is enrolled and financially cleared with the University;
- C. A resident may not sublet or rent a room or permit another person to share a room assignment. The student may only use the room as a residence.

## ***2. Occupancy Agreement***

- A. Housing agreements, unless otherwise provided, shall be binding for the entire academic year. Student residents are expected to live on campus the first year of attendance.
- B. University housing may be occupied no earlier than 9:00 AM on the Friday before orientation for freshmen and transfers, and 9:00 AM on the Friday before the first day of classes for returning upperclassmen.
- C. Assigned rooms must be vacated, checkout procedures completed, and all keys returned within 24 hours after a resident's final exam. Students who have a scheduled examination on the last official day of finals must vacate the halls by noon the following day.
- D. Graduating residents will be allowed to remain in their assigned rooms until noon the day following Commencement.
- E. Failure to check out properly, in a timely manner and/or return all keys will result in disciplinary fines, charges, or both and the possibility of withheld grades, transcripts and graduation privileges. Fines shall be \$25 per day until rooms have been properly vacated.
- F. Residents may not occupy space or leave personal belongings in any room before the halls are officially open or after they have officially closed. All belongs left behind after vacating deadlines will become property of ASU to do with at its discretion. ASU reserves the right to assess fees, fines, clean-up fees or other charges for the clean-up and/or removal of such abandoned materials. These charges must be paid before issuance of grades or transcripts.
- G. Housing agreements also apply to Summer Housing Agreements.

## ***3. Cancellation of the Agreement***

- A. Housing agreements may be cancelled only in writing with a signature of the student whose name appears on the housing agreement. A facsimile or electronic mail with appropriate signature is permitted. Students under the age of 18 must have a parent or guardian sign the agreement.
- B. Housing Agreements may be cancelled without penalty prior to August 1, of each academic year by notifying the Dean of Operations in writing.
- C. After August 1, a \$200 cancellation fee will be assessed for a traditional room cancellation and a \$500 cancellation fee for a room within a suite.
- D. After August 1, the agreement may be cancelled without charge only if: The student withdraws from the University (some fees will apply); The student is enrolled in a program abroad; The student submits a Request for Special Consideration for Release from the Housing Agreement to the Dean of Operations. (To be approved, the request would have to demonstrate the presence of financial circumstances or medical conditions that were not present at the time the agreement was signed which could be substantially alleviated by making other housing and meal arrangements. Medical exceptions will require written verification from the Doctor)
- E. Students not meeting the criteria in item D will be responsible for 2008-2009 housing costs.

## ***4. Payment Requirements***

- A. By execution of the Housing Agreement, the student (and parent or guardian) agrees to pay American Sports University for the applicable rate for the assigned space. It is expected that the full amount due will be paid by the first Friday of each month. Interest charges according to the University's policies will be assessed on balances not paid by the due date.
- B. It is the student's responsibility to communicate any housing charges or fees with the parent/guardian. All Changes must be cleared through the Business Office, Housing Management Office and the Dean of Operations before moving/changing rooms.

### ***5. Housing Application and Reservation Procedures***

- A. Advanced housing reservations for the academic year are made only after the student has submitted a completed Housing Application. Residence hall applications will not be processed until the Admissions Office/Housing Office receives all commitment materials.
- B. Reservations for Continuing and Returning Students. Students seeking advanced housing reservations must submit a signed Housing Agreement. The first opportunity for a returning student to secure a room for the academic year is during the spring Room Draw procedures. A student studying abroad who plans to return and live on campus must contact the Housing Office prior to Room Draw for housing preference consideration. Any returning student not participating in Room Draw may choose from available rooms without regard to seniority.

### ***6. Assignments and Occupancy***

- A. The University cannot guarantee a student a particular kind of accommodation. Assignments to specific houses and rooms will be made in accordance with the established policy for priorities as space and availability allows.
- B. The resident understands that the University makes all assignments without regard to race, color, creed, religion, national or ethnic origin and rejects all requests for changes of assignment based on reasons of race, color, creed, religion, national or ethnic origin.
- C. The student agrees to provide the University with the information and preferences requested on the Housing Application Form for the purposes of hall, room and roommate assignments.
- D. Mutual requests for assignment with a specific roommate will be honored when possible; they are not guaranteed.
- E. If a vacancy occurs in a room, the Business Office reserves the right to assign another student to the room, transfer the student to another room, or apply additional charges beginning at \$1000 for the additional space if student requests to be alone.
- F. Where there is a vacant space, and charges are not applied, the room must be maintained by the occupant in a manner that will allow for immediate occupancy. Failure to do so may result in cleaning fees, fines, disciplinary charges, or other.
- G. The University reserves the right to assign students to temporary accommodations in the event that regular rooms are not available. Students who accept a temporary assignment do so with the understanding that they may be given short notice to relocate to a permanent or other temporary space. Failure to relocate in the time allotted by the Housing Office will result in payment of supplemental costs, fines, disciplinary action and/or rental fees on both rooms.
- H. Any student who has a medically related need that may affect his or her assignment must submit a letter from a physician certifying the condition. This request must be submitted for approval to the Office of Health Services at least eight weeks prior to the term of desired occupancy. Each request will receive serious evaluation, with decisions being based on housing availability and current legal standards. Additional fees may apply.
- I. Rooms may be occupied, vacated and assignments changed only in accordance with schedules and procedures published by the University. University housing may be occupied no earlier than 9:00 AM on the Friday before orientation for freshmen and transfers, and 9:00 AM on the Friday before the first day of classes for returning upperclassmen.
- J. Assigned rooms must be vacated, checkout procedures completed, and all keys returned by noon the day after the final day of examinations.

- K. Graduating residents will be allowed to remain in their assigned rooms until 12:00 PM the day following Commencement.
- L. Any enrolled student who fails to occupy his or her assigned room by the first Friday of classes will be bound by this contract but may lose his or her assigned room and can be assigned to a temporary space or reassigned unless prior arrangements have been made with the Housing Office. Please refer to Section 3 for cancellation procedures.

### ***7. Room Consolidation***

During the beginning of each term a determination of the location of unoccupied spaces will be made. In an effort to maximize space, the University reserves the right to move students together even though the situation may be no one's fault and inconvenience may be experienced. Residents with unoccupied spaces in their rooms for which they are not paying may not refuse a roommate. If a student is uncooperative, he or she will be responsible for supplemental charges up to the may receive fines, and may face disciplinary action.

### ***8. Assignment Changes***

- A. Rooms will be occupied only upon assignment by the Business Office and all exchanges, transfers and vacating of rooms must be approved by that office.
- B. Students who fail to follow the proper check-in/ checkout or room change procedures may be assessed a \$50 administrative charge and subject to disciplinary actions or both. Students are required to leave rooms clean and tidy, students will be charged \$50 per hour for university staff to clean rooms in preparation for new residents
- C. Students may submit requests for room changes during designated periods.
- D. Administrative room changes may be considered for approval during non-designated periods.
- E. The University reserves the right to modify room assignments for disciplinary reasons, health, safety, catastrophe, closing of the facility, or insoluble incompatibility of roommates and to cancel or terminate this contract for disciplinary reasons and violation of community standards.
- F. Residents who plan to withdraw from school or transfer to another school after Fall Semester must notify the Housing Office in writing before December 1, 2008. Residents who plan to leave the College after Spring Term must submit written notification before January 1, 2009.
- G. The Dorm Management Office, in consultation with the appropriate staff, makes decisions regarding actions described in 8E. Those decisions may be appealed to the Dean of Operations, whose decision will be final.

### ***9. Furnishings, Utilities and Sanitation***

- A. The University agrees to equip resident rooms to accommodate each resident with a bed, dresser or closet space, and desk
- B. Bed bunks or lofts are only permitted as per College policy.
- C. Each resident is responsible for the condition of the assigned room and shall reimburse the University for all Fees required to repair damages to the room, and damage to, or loss of, fixtures, furnishings, or properties furnished by the University.
- D. **Residents may not remove furnishings or fixtures, or remove any College furniture from their rooms. Students are prohibited from taking University property or furnishings for use in dormitory rooms. The penalty for possession of University property in dormitory rooms other than those permitted in this Handbook will be removal of property in question and a fine of \$50 per item. Again - Residents may not move into their rooms any furniture belonging to the University that was not originally intended to be in those rooms.**
- E. Additional furnishings brought into the room must be freestanding and clear of all existing fixtures, furniture, windows and walls, and must be removed at the end of occupancy. Any property left in the room at the end of occupancy will be disposed of by the University and an appropriate fee assessed.

- F. The Resident shall not run wires, move ceiling tiles, or hang any items from the drop ceiling. Moving or altering tiles in any way can disturb materials in the ceiling areas above.
- G. Mold occurs naturally in the environment and there currently exist no federal or state standards for permissible levels of mold. Residents at American Sports University are required to take steps to control the growth of mold and mildew by keeping the premises clean, and free from standing water or other types of liquid residue. Residents are required to keep windows and doors closed at all times to prevent intrusion of warm moist air into the rooms (which may lead to mold growth).
- H. The University assumes no liability for loss or damage to a resident's personal property for any reason.
- I. The temporary failure or interruption of water, heat, air conditioning or other utilities shall give residents no claim for damages or reduction of fees.
- J. Students are responsible for taking out their own trash to the designated dumpster located in the parking lot adjacent to the Student Dormitory. Students are banned from disposal of trash in city bus stop receptacles. Students are not to accumulate trash in their own rooms nor throw trash into unoccupied rooms, common areas or surrounding property due to the attraction of disease carrying insects, bugs etc. Students guilty of such actions will be fined \$100 per instance and a cleaning fee of \$50 per hour.
- K. Students are required to dispose of cigarette butts, cigars, ashes etc in the trash receptacles provided; please do not dispose of these items on the ground, violators will be documented and fined \$100 for littering and \$50 per hour clean-up fee.

#### ***10. Care of Room and Communal Areas***

- A. When occupancy is terminated, it is necessary to obtain a room inspection by the Dorm Manager. Any unacceptable cleaning or damages noted after occupancy will be charged to the resident(s). Failure to abide by proper checkout procedures may result in a fine. Failure to abide by proper checkout procedures negates the right to appeal damage charges.
- B. The resident agrees to be directly and financially responsible for keeping the room and its furnishings clean and free from damage, to cooperate with roommates in the common protection of property, and to advise the residence hall staff of any deteriorated conditions of the room or its furnishings.
- C. The resident agrees to pay charges when assessed for room damages or special housekeeping or maintenance services necessary due to misuse or abuse of facilities for which the resident is responsible, or to pay an equal portion of charges assessed to all occupants of a room when those persons responsible fail to assume responsibility for the damages.
- D. The University reserves the right to assess residents of a hall, floor or complex the expense of repair or replacement of any property damaged in communal areas used by those residents and their guests, unless the individual, or individuals, responsible for the damage is/are identified. Removal of communal area furnishings from their intended location constitutes theft of University property and appropriate charges (both disciplinary and financial) will be levied.
- E. Each resident has the right to appeal damage charges applied to their rooms. A student may not appeal dorm or complex damage. The Dean of Operations shall have final decision making authority as to the assessment of damages and applicable charges.

#### ***11. Policies and Procedures***

**A. Alcohol and Drugs:** Illicit drugs are not allowed on campus or in the residence halls. The use, possession, or distribution of narcotics, illegal drugs or possession of drug-related paraphernalia is strictly prohibited on campus and in residence halls. Should any students be found to possess illegal or illicit drugs in their possession, they shall be immediately removed from the Student Dormitory and be suspended from ASU pending a disciplinary hearing. Local Authorities will be contacted and students will be arrested. Students who wish to continue at ASU must willingly submit to a drug test within 24 hours of the aforementioned incident and receive a test (hair or urine) administered by a recognized testing agency or by local authorities clearing the student of any drug use.

**B. Prescription Drugs:** The unauthorized use, possession, or sale of prescription drugs will not be tolerated at any time. Should any student be found to possess prescription drugs in their possession without proper documentation from a Healthcare Provider, the student shall be immediately removed from the Student Dormitory and be suspended from ASU pending a disciplinary hearing. Local Authorities will be contacted and students will be arrested.

**C. Alcohol:** Students under the age of 21 who purchase or possess any alcoholic beverage violate state law and University policy. Under aged drinking by students whether on the ASU property or elsewhere is a violation of University policy and either are grounds for expulsion. In addition, any person who furnishes an alcoholic beverage to a person who is under 21 years of age violates state law. Students who are observed, detected or found to be drunk while on campus may have to forfeit all scholarships and right to participate in ASU athletics. Violation of the University's alcohol and drug policies may result in criminal prosecution, removal from the residence halls or suspension/expulsion from the University.

**D. Appliances and Electrical Outlets:** Some appliances that are allowed in the halls are answering machines, clocks, fans, stereos, TVs, microwave ovens, electric razors, hair dryers/curlers, irons, computers, toothbrushes and lamps. Some appliances that are not allowed are air conditioners, ceiling fans, toaster ovens, hot plates, space heaters, halogen lamps and any appliance with visible heating elements. **Variances may exist in campus suites as determined by the Office of Student Affairs.** For further information contact the Dean of Operations. Students may use the appliances provided in the common areas next to the Security Office and main desk.

**E. Electrical Outlets:** There are a limited number of electrical outlets in each room and these may not be altered for any reason. No more than two appliances may be plugged into a double electrical outlet at any time. UL approved "power strip" extension cords with a built-in circuit breaker may be used in each room. This is the only kind of extension cord allowed.

**F. Cooking and Food Preparation:** Residents may only cook in their rooms with microwave ovens. Other cooking appliances are strictly prohibited and may be confiscated by staff if found. Thermostatically controlled coffee makers, hot air popcorn poppers, and refrigerators of no more than 5 cubic feet are allowed. **Variances may exist in campus suites as determined by the Dorm Manager.** For further information contact the Dean of Operations.

**G. Fire Safety and Life Safety Equipment:** The misuse or abuse of life safety equipment such as heat/smoke detectors, door closures, extinguishers, hoses, exit signs, emergency doors, door alarms, video cameras, the fire alarm system or failure to evacuate for an alarm is strictly prohibited. Students guilty of damaging, destroying, removing and/or rendering such equipment in operable are liable for any consequences due to such actions, the cost of repairing or replacement said equipment and a fine of \$100 per incident. If the offenses are significant enough, the student may be removed from the Dormitory and expelled from school.

**H. Smoking:** All campus housing is nonsmoking in accordance with the laws of the State of California. Smoking is permitted in courtyards but smokers are responsible for disposal of all cigarette butts and trash created on a daily basis. Failure to comply will result in a \$100 fine per incident.

**I. Guests and Visitors:** Residents/hosts are responsible for their guests and visitors and should escort them at all times. As the host, a student is also responsible for the actions of a guest or visitor and may face disciplinary charges if University policies are broken. Resident/hosts are responsible for all damages created by their guests and visitors. Residents/hosts will be responsible for the cost of repairing or replacement said equipment and a fine of \$100 per incident. All visitors must register upon entrance and exit of the Student Dormitory. While in the dormitory guests are required to leave official identification in the form of State ID, Driver's License, or similar form of identification while on premises. Those who fail to do so shall be asked to vacate the premises. Guests are not permitted to stay over night unless written permission is provided by the Dean of Operations. All over night stays are limited to two nights. Additional Nights may be granted for direct Family of the resident with written approval from the Dean of Operations. A Fee of \$50 per room shall be charged for each guest staying beyond two day grace period, no exceptions. Guests are limited to one over night visit per semester. All guests must vacate the Student Dormitory by 1a.m. Students who allow unauthorized access to the Student Dormitory by fellow resident students, non resident students or guest shall be expelled from the Dormitory.

**J. Keys:** Keys must be returned when occupancy is terminated. If a key is lost or not returned after occupancy is terminated, the cost will be:

1 <sup>st</sup> instance	\$10
2 <sup>nd</sup> instance	\$25
3 <sup>rd</sup> instance and each time thereafter	\$50

If key replacement requires ASU to re-core the lock and make new keys the charge to the resident(s) will be:

Site visit for Locksmith	\$50
Replacement of lock	\$100
Re-coring fee per lock	\$20

Replacement Key

\$10 each

All keys are property of the University and may not be duplicated. Existing locks may not be altered, changed damaged or broken and auxiliary locks are not allowed. The unauthorized use or possession of residence hall key(s) other than those assigned is prohibited and may result in removal from the residence halls and criminal prosecution.

**K. Quiet Hours:** All residents are expected to maintain a reasonable sound level at all times. Strict quiet hours shall be in effect in all halls 24 hours a day for a minimum of two days before final exams begin and will continue through the end of the exam period. Other quiet hours for the regular year are after 12 a.m. weekdays and after 2 a.m. on weekends. The Dormitory Main Doors shall be lock after these hours. Residents may gain access by using the buzzer after hours.

Students making noise during quiet hours will be addressed by the Security Staff. Failure to obey Security request will result in:

- 1<sup>st</sup> Instance – Verbal Warning – Documented and placed in Students File
- 2<sup>nd</sup> Instance - Incident Report being filed and notification of Dean of Operations & Business Office \$25 fine assessed to each person in group
- 3<sup>rd</sup> Instance - Incident Report being filed and notification of Dean of Operations & Business Office \$50 fine assessed to each person in group  
Referral for action to University Disciplinary Council
- 4<sup>th</sup> Instance – Removal from Student Dormitory - \$100 Fine

Any abusive words, deeds, threats or actions made or taken toward Security Members, Dorm Management Staff or University Administrators shall not be tolerated. Depending on severity such actions will result in fines and actions up to and including removal from student dormitory facilities and possible expulsion and the filing of criminal charges in severe cases. Staff members have the reserve the right to protect themselves from injury at all times.

**L. Room Entry:** The Policy on Residence Hall Room Entry states that student rooms may be entered for the following reasons (this list may be added to altered or deleted without notice, this list is not to be construed as complete but as a list of previous examples:

- .. To perform routine monthly inspections;
- To allow contractors access to rooms for purpose of installation, maintenance, contracted work, improvements, recalls, replacement etc;
- .. To perform maintenance tasks and ensure that mechanical, electrical, and technical aspects of building operations are functioning appropriately;
- .. To respond to specific concerns expressed by residents associated with building operations, maintenance, safety, noise, security, personal emergencies with specific residents, crime prevention, use of unauthorized rooms, use by unauthorized personnel, visitors and/or guests;
- .. To respond to fire and safety concerns expressed by residents, civic officials, government agencies or by University officials;
- .. To respond to perceived violations of University regulations;
- In response to fire alarms being set-off;
- Instances of any kind where smoke has been detected;
- Complaints from fellow residents;
- Noisiness, loud music, loud talk, screaming, fighting, parties, unauthorized visitors, physical damage to facilities etc. at anytime during the day or after quiet hours;
- Residents who have not been visible recently, failed to show for work study, not shown up for class, missed meetings, been reported missing by friends, family, fellow students or instructors;
- for administrators to conduct scheduled audits of rooms;
- to check for stolen, missing, removed, borrowed and or otherwise lost property whether of a resident or University nature;
- to remove residents or guests from rooms or dormitory due to:
  - Failure to pay accumulated Dormitory Fees;
  - Failure to pay monthly Tuition payments;
  - Failure to provide agreed upon UES work schedule or work agreed upon hours;
  - Failure to register as a student at the University;
  - Failure to remain an enrolled student in at least one class;
  - Unauthorized room occupation by student residents or unauthorized guests;
  - Repeat Dormitory rule breakers;
  - Guests who not authorized, or registered at front desk or have stayed after visiting hours have expired;
- to remove residents for physical or verbal abuse of staff members and Administrators;
- to attend to perceived student health and wellness concerns;
- in case of structural damage due to acts of nature that may compromise safety of facility.

**M. Safety and Security:** Students are required to carry their University ID cards at all times and to present them to University officials upon request. Student ID cards are the property of the University and may be revoked at anytime by the Administration.

Residents who enter or leave by locked doors are responsible for leaving the doors in a locked position. Residents are strongly encouraged to lock their windows and doors at all times. Keys should be carried at all times and may not be lent for any reason. Residents should report anyone or anything suspicious or any lost or stolen articles to a Dormitory Staff or Security member immediately upon discovery of loss. The University does not assume responsibility for loss of or damage to personal items or for personal injury. Students or parents should arrange their own insurance coverage. Students are prohibited from entering or leaving by way of any and all exit doors that possess emergency alarms. Violation for such infractions will result in a:

\$25 fine for first instance

\$50 fine for second instance

\$100 fine for each instance thereafter with possibility of expulsion

Fines will be levied for each student involved. Such exits are only to be used by express direction of University officials in cases concerning legitimate emergencies, accidents or related circumstances as determined by University representatives.

**N. Sales and Solicitation:** Sales and solicitation are not allowed in the residence halls or elsewhere on campus unless contracted by school officials. Salespeople are not permitted to contact students on campus other than in designated areas, and residents are not allowed to serve as commercial agents on campus.

**O. Vandalism:** The intentional or unintentional abuse or misuse of University property will not be tolerated. **Violators of this policy may be removed from the residence halls.** This includes but is not limited to all interior and exterior: walls, thermostats, cameras, light fixtures, alarms, doors, door locks, hallways, windows, floors and ceilings, window locks and sidewalks. Anything done to these areas without authorization from the Office of Residence Life may be considered vandalism resulting in disciplinary action. Specifically, writing, graffiti or marking on doors—including room doors—is considered vandalism and the occupants of the room may be held responsible. Students committing vandalism will be held responsible and required to pay for any and all damages plus a \$100 fine.

**P. Visitation:** Each resident is to consult his or her roommate when having guests. Roommate's rights take precedence over visitation privileges. **Cohabitation is not permitted.** Guests are not permitted to stay over night unless written permission is provided by the Dean of Operations. All over night stays are limited to two nights (weekends only). Additional Nights may be granted for direct Family of the resident with written approval from the Dean of Operations. A Fee of \$50 per room shall be charged for each guest staying beyond two day grace period, no exceptions. Guests are limited to one over night visit per semester. All other guests must vacate the Student Dormitory by 1a.m. Students who allow unauthorized access to the Student Dormitory by fellow resident students, non resident students or guest shall be expelled from the Dormitory. Those who violate visitation regulations are subject to fines and disciplinary action(s) which may result in removal from the residence hall, suspension from the University or both. Residents will be responsible for the following fees for unauthorized guests:

A \$50 overnight fee per guest and a \$100 fine for each guest for each night and \$50 per hour cleaning fee for use of room if applicable

#### **Q. Additional Policies:**

• Window ledges and roofs are off limits to everyone except University personnel.

• Objects may not be placed on window ledges.

• Stolen property is not permitted in the residence halls.

• Disposal of trash and recycled materials in proper receptacles is the responsibility of each student.

• Use of nails, screws, tacks, and adhesives which damage walls, furniture or fixtures is prohibited. Repairs for such damage will be assessed each student upon termination of residence in Student Dormitory.

• In conjunction with fire safety policies, any object with the capability of an open flame of any kind (candles, incense) are strictly prohibited in residence halls. All candles are prohibited even if the candle's wick has been cut off or if the candle is still in its original wrapper. Violation of this policy will result in a fine of \$50.00 per violation.

• Vehicles with combustion engines and combustion engines (such as outboard motors) may not be used or stored in the residence halls.

• Bicycles may only be stored in bike racks provided by the University.

• Storage rooms and drip dry rooms must be maintained in a manner so as to be accessible and not cause a fire, health or safety hazard.

• Dogs and cats are not permitted on the ASU campus.

• ***Early arrivals are not permitted without receiving written approval from the Dean of Operations (additional charges will apply).***

## **12. General Conduct**

All residents are required to comply with requirements of public law, all University and Office of Residence Life policies and procedures as they may be modified, and all requests of University officials. It is each resident's responsibility to inform him or herself of all policies and procedures.

## ■ Student Accounts

The Finance Department provides a range of services, including answering questions about tuition and other accounts receivable; billing and collecting tuition, housing, and other applicable fees; refunding checks; and handling deferred payment arrangements and tuition remission. The Registrar maintains student records and may interact with other departments to resolve account discrepancies.

### *University Employment Services (UES)*

The following procedures and guidelines must be adhered to amongst faculty and students when offering or partaking in University Employment Services (UES).

- Students who are eligible for UES must fill out a UES application and submit it to Student Services. This form should specify which job posting(s) the student is responding to.
- Student Services will coordinate students and jobs and set up interviews.
- Students are to work no more than 20 hours per week, unless overtime hours have been approved and granted (see below).
- Pay is a base rate of \$8 per hour all of which is applied toward outstanding balances as maintained by the Finance Office.
- Students may receive their pay as a paycheck if they have no outstanding debts to the University as recorded and controlled by the Finance Office or may opt to have it withdrawn from their tuition by signing the UES Tuition Deduction Form, which may be obtained from the Finances Department.

Although there are general guidelines for UES jobs, each administrator or faculty member may have a separate set of rules.

- Please work the assigned schedule arranged between the student and Supervisor
- Please be prompt to jobs.
- Please dress appropriately.
- Please treat the others in the office or workspace with respect.
- UES jobs take precedence over all other functions except registered class times; as such students will not be excused from UES hours for any reasons including Athletic Events.
- If for some reason you will not be able to make it to your regularly scheduled time, please make an effort to notify your supervisor one week in advance and also try to make arrangements for another UES student to take your place.
- Students who fail to notify their supervisor(s) one week in advance of missing an upcoming shift or do not supply a replacement for said shift(s) will be assessed a \$50 fine to cover the costs of hiring a replacement for each instance. Upon third such violation, the student will be released from UES program. If student is unable to make payments for tuition and related fees within 30 days, the University reserves the right to remove the student from classes and suspend student from participation in all University programs and athletic participation.

## ■ Overtime

In the event that a department supervisor requires overtime hours from a student employee, after consulting with the student, the supervisor must fill out a Request for Overtime Approval form and have it signed by the Dean of Operations. No student is guaranteed overtime hours, and no student will be compensated for overtime hours worked without such prior approval.

## SAFETY AND SECURITY

### ■ Helpful Hints

ASU prides itself on having one of the safest and most crime-free campuses in the nation. However, individuals still have a responsibility to educate themselves and to pay close attention to their surroundings. We offer the following helpful hints to protect yourself and your property:

#### ■ On the Streets:

- Avoid shortcuts that are not well-traveled or well-lit.
- Have your keys in hand before you enter your building or apartment.

- Do not enter an elevator with a stranger.
- Remain alert while walking and observe your surroundings.
- If your suspicions are aroused, dial the police (911) telephone.
- Do not carry large sums of money, conspicuous jewelry or other valuables.
- Do not dangle a purse at arm's length. Hold it close to your chest.
- Place wallets in front pockets.
- If you hear cries for help, attempt to identify the source and dial 911.
- Do not read as you are walking or crossing streets.
- Avoid wearing headphones while walking late at night.
- Stay in well lit areas.
- Avoid others on the street when possible.
- If trouble seems imminent scream "FIRE" aloud to draw attention to yourself.

■ **In the Classroom and Student Areas:**

- Never leave handbags, briefcases, or laptop computers unattended.
- When taking a break, secure your valuables or take them with you.
- Report lost keys or other items to security upon discovery.

■ **If you have a car:**

- Park in a well-lit area and close all windows and lock all doors.
- Put packages or valuables out of sight: CD players, cell phones and other expensive items in full view invite theft.
- If you park in a commercial lot or garage, leave only the ignition key with the attendant.
- Do not keep license, registration or title in your car. If left in your car, thieves can use these documents to sell your car if stolen or to impersonate you when police challenge them.

■ **If you are a victim:**

- Report the crime to the police by calling 911.
- Attempt to remain calm while the police respond.
- If you are injured, request medical attention.
- Obtain the hospital report number from the hospital and a complaint number from the police.

■ **Hate or Bias Crime**

A hate crime is a crime which is committed because of the victim's race, color, religion, national origin, age, disability, gender or sexual orientation. Hate crimes can include:

- Graffiti
- Verbal intimidation or threats
- Hate mail (including email)
- Property damage
- Harassment
- Trespassing and stalking
- Physical assaults and threats
- Arson
- Attacks with weapons
- Murder

Not all expressions of hate or group bias rise to the level of hate crime as defined in federal statutes. Derogatory words or epithets directed against a member of a previously defined group because they are a member of such group, if not accompanied by a threat of

harm with the ability to carry it out, are considered protected free speech and not a hate crime. They do, however, constitute a hate-related incident.

### ■ Reporting a Hate Crime

Reporting hate crimes and incidents, even those that you might not consider “serious”, is important to monitoring and stopping future incidents. By keeping detailed information on incidents, you can strengthen the case for official action.

- Write down exactly what happened. Try to include as much specific detail as possible in your account.
- Record precisely where and when the incident occurred.
- If anyone was with you or saw what happened, record their names and phone numbers as well. Ask them to write an account of what they witnessed and sign and date this document.
- Record names or detailed descriptions of the perpetrators.

## UNIVERSITY POLICIES

### ■ Non-Discrimination Policy

Pursuant to Revenue Procedure 75-50 dated December 8, 1975, and title IX of the Education Amendments of 1972 (“Title IX”) and part 86 of the Department of Health and Human Services, regulations promulgated to effectuate Title IX, and The Americans with Disabilities Act of 1990, American Sports University hereby gives notice of its nondiscriminatory policy as to students and employees:

Continuing its long-standing policy to actively support equality for all persons, American Sports University does not discriminate on the basis of race, color, religion, creed, sex, sexual orientation, national origin, ancestry, age, marital status, citizenship status, veteran status, disability or any other criterion specified by federal, state, or local laws, in the administration of its admissions, employment, and educational policies or scholarship, loan, athletic, and other school-administered programs. Rather, ASU affirms that it admits students and selects employees regardless of their race, color, religion, creed, sex, sexual orientation, national origin, ancestry, age, marital status, citizenship status, veteran status, disability or any other criterion specified by federal, state, or local laws and thereafter accords them all the rights and privileges generally made available to students or employees at the school.

### ■ Admissions Policy

The University admits qualified students without discrimination with regard to race, color, creed, age, religion, gender, national or ethnic origin, marital status, sexual preference, or physical disability.

Students seeking admission must submit all application requirements. All documents received become the property of ASU.

### ■ Continuation of Enrollment

The rights of the University with reference to the continuation of enrollment are stated as follows:

The admission of a student, his or her continuance upon the rolls of the University, the receipt of academic credit for work completed, graduation, and the conferring of any degree or diploma shall be subject strictly to the control of the University, which shall be free to refuse or cancel registration at any time on any grounds, when it deems appropriate.

### ■ Academic Freedom

American Sports University adheres strictly to a policy of complete academic freedom. Instructors at ASU are encouraged to present a variety of perspectives upon their subjects. Students at ASU are encouraged to think and to question, to challenge and to respond. Facts and truth are the primary concern. Faculty and students at American Sports University are free to examine all pertinent data, to question all ideas as presented, and to be guided by evidence.

## ■ Academic Requirements

The faculty of the University requires that all students maintain acceptable grades as well as satisfactory progress in the completion of degree requirements. Some departments specify an overall minimum grade average. Any department judging a student to be performing below expectations is authorized by the faculty to require additional course work as a means to evaluate the student's continuance within the degree program or at the University. If satisfactory progress is not maintained, a student may be dismissed from the program. In addition, a student at the graduate level whose academic performance in course work or in other requirements is seriously below the level required for successful completion of a degree may be denied permission for continued enrollment at the University on the initiative of the department. Such a decision is not made by an individual professor, but rather is made by the faculty of the department in which the student is enrolled. There is no formal appeal from such a decision.

Any student receiving grades of C- or lower in eight or more courses is not permitted to continue registration at the University in any capacity and may not receive a degree or diploma. Petitions for exception to this policy are to be submitted, in writing, to the Registrar, with a written recommendation from the department in which the student was last enrolled. Such petitions will be submitted to a faculty committee for review and decision.

## ■ Academic Conduct

American Sports University students are expected to refrain from any conduct, including cheating, plagiarizing, or purchasing documents submitted for academic evaluation, that calls into question his or her academic and/or professional probity.

Decisions regarding academic evaluation in all aspects of students' work at the university, including coursework and examinations, are within the sole jurisdiction of the faculty concerned. Disciplinary actions in cases of academic misconduct can be imposed by the office of the President.

In cases where a faculty member or instructor, in the discharge of either individual or collective evaluative responsibilities, suspects a student of cheating, plagiarism, or other forms of academic misconduct, the following procedures shall pertain:

- The instructor(s) shall apprise the student of this suspicion and refer the student to the Student Rights section of the Student Handbook.
- The instructor(s) shall give such student the opportunity to meet with them to discuss the validity of the charges and the possible institutional responses to the charges.
- If after discussion with the student, the instructor(s) still considers that the charges should be brought against the student, and that sanctions beyond those which they may apply are warranted, the instructor(s) shall send complete details of the charges to the President.

## ■ Discipline

Student admission, continuance upon the rolls of the University, receipt of academic credits, graduation, and the conferring of any degree or diploma shall be strictly subject to the disciplinary powers of the University, which shall be free to cancel registration at any time, on any grounds in which it deems advisable, subject to student appeal procedures.

## ■ Grades

The instructor for a course has the responsibility for setting up the requirements for a course and making an evaluation of students' work. The evaluation must be done within the confines established by the instructor in the course syllabus. Once established and distributed to a class the syllabus must not be changed during the period of the current academic semester. Instructors may not award a lower grade than that which was earned by the student upon the assessment and testing exercises established by the instructor as stated and defined in the course syllabus. No officer of the University can supersede the exercise of this responsibility. Once a grade has been given, the instructor is not free to change the grade unless the instructor indicates that an error has been made. The instructor must take the initiative in bringing about the necessary correction prior to the conclusion of the semester immediately following the semester in which the course was taken. Students do have a right of appeal to their instructor regarding the grade earned in a particular course. Such appeals must be made prior to the conclusion of the semester immediately following the semester in which the course was taken. Students with Outstanding balance for tuition, housing, meals, fines or any other fees dues will not be issued grades until outstanding balances are paid in full and certified by the Finance Department.

## ■ Grade Correction Procedure

The normal procedure for effecting a grade correction is through direct discussion between the student and the instructor. If redress cannot be attained through such discussions, the student may next appeal to the Dean of Academic Affairs and then further to the President.

## ■ Grade of Incomplete Policy

The grade of Incomplete is to be assigned only when the course attendance requirement has been met but, for reasons satisfactory to the instructor, the granting of a final grade has been postponed because certain course assignments are outstanding. If the outstanding assignments are completed within one calendar year from the date of the close of term in which the grade of Incomplete was received and a final grade submitted, the final grade will be recorded on the permanent transcript, replacing the grade of Incomplete, with a transcript notation indicating the date that the grade of Incomplete was replaced by a final grade.

## ■ Access to Student Records

Official academic records for each student are maintained by the Registrar, and the use thereof is carefully controlled. Official records are defined as transcripts and other documents submitted in support of admission to the University and to degree programs, as well as any documents concerning the student's status at ASU, academic and otherwise (i.e. grades, attendance, etc.). A student may inspect his or her records maintained by the University, in accordance with the provisions of the Family Educational Rights and Privacy Act. Students with outstanding balances for tuition, housing, meals, fines or any other fees dues will not be issued grades or transcripts until outstanding balances are paid in full and certified by the Finance Department.

The official records of a student are not available for inspection by any person or agency other than the offices of the University without a formal authorization of the student, which must be submitted for each instance of such inspection.

## ■ Code of Student Conduct

American Sports University expects its members to observe traditional canons of scholarly discourse, academic behavior, and due process. All members of the University are expected to exhibit the high level of personal integrity which society must demand of professionals. American Sports University insists on the greatest degree of freedom of inquiry, teaching, learning, and expression for all of its members. Thus, activities which disrupt the regular and essential operation of the University are not permitted.

The University is committed to maintaining a safe and healthy living and learning environment for students, administration, faculty, and staff. Each member of the campus community must choose behaviors that contribute toward this end. Student behavior that is not considered appropriate is addressed through an educational process that is designed to promote safety and good citizenship and, when necessary, to impose appropriate consequences.

Any member of the University community making a charge against a student which, if proven, would subject the student to disciplinary action by the University shall submit complete details of the charge, in writing, to the Dean of Academic Affairs. The Dean shall cause to be delivered to the student a complete statement of the charges being brought against the student and a notice of the student's rights in the proceedings, as well as the possible consequences. A Disciplinary Hearing will be scheduled by the Dean or a person designated by the Dean, at which an attempt will be made to mediate the situation and, where appropriate, determine the disciplinary action mutually agreeable to the parties involved.

## ■ Student Rights

The Family Educational Rights and Privacy Act (FERPA) affords students certain rights with respect to their education records. These rights include:

1) The right to inspect and review the student's education records within 45 days of the day the University receives a request for access\*. Students should submit to the Registrar an official, written request that identifies the record(s) they wish to inspect. The University official will make arrangements for access and notify the student of the time and place where the records may be inspected. If the records are not maintained by the University official to whom the request was submitted, that official shall advise the student of

the correct official to whom the request should be addressed. \*Students with outstanding balances for tuition, housing, meals, fines or any other fees dues will not be issued grades or transcripts until outstanding balances are paid in full and certified by the Finance Department.

2) The right to request an amendment to the student's education records of which the student believes are inaccurate. Students may ask the University to amend a record that they believe is inaccurate. They should write the University official responsible for the record, clearly identify the part of the record they want changed, and specify why it is inaccurate. If the University decides not to amend the record as requested by the student, the University will notify the student of the decision and advise the student of his or her right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the student when notified of the right to a hearing.

3) The right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that FERPA authorizes disclosure without consent. One exception, which permits disclosure without consent, is disclosure to school officials with legitimate educational interests. A school official is a person employed by the University in an administrative, supervisory, academic or research, or support staff position (including student workers); a person or company with whom the University has contracted (such as an attorney, auditor, or collection agent); a person serving on the Board of Trustees; or a student serving on an official committee, such as a disciplinary or grievance committee, or assisting another school official in performing his or her tasks. A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility.

4) The right to file a complaint with the U.S. Department of Education concerning alleged failures by the University to comply with the requirements of FERPA. The name and address of the Office that administers FERPA is:

**Family Policy Compliance Office  
U.S. Department of Education  
400 Maryland Avenue, SW  
Washington, DC 20202-4605**

5) The University may release "directory information" with respect to a student. Accordingly, the university hereby gives notice that it has designated the following categories of information as directory information with respect to each student: name, mailing, campus and permanent addresses, photo, email address, major field of study, dates of attendance at the University, degrees conferred and their dates. A student who does not wish the information released should notify the Registrar in writing of his or her wish to withhold such information.

6) Upon written request by a student, the University will release information in a student's educational records to third parties. Students with outstanding balances for tuition, housing, meals, fines or any other fees dues will not be issued grades or transcripts until outstanding balances are paid in full and certified by the Finance Department

#### **STUDENT GREVIANCE PROCEDURE:**

American Sports University (ASU), in pursuit of its policy of openness, accountability, and responsiveness to students, has established a grievance procedure policy. The Campus Director of Operations shall maintain a file on each grievance reported including ensuring that the proper procedure is followed. The outcome than shall be filed in the complaint log with a resolution to the complaint.

If a student has a grievance, a written complaint must be submitted to ASU either on the institution's petition form or in letter format. The written grievance must clearly state the student's name, the nature of the complaint, the name(s) of all parties directly involved in the complaint, and any appropriate documentary evidence.

**Steps towards resolution:** Based upon the information presented in the grievance, steps toward resolution shall begin with informal discussions headed by the Campus Director. Resolution shall be attempted first at the level of the complaint.(instructor, student , staff member and student). If a satisfactory solution cannot be reached within a reasonable period, the grievance shall be scheduled for presentation to the Student Grievance Committee for hearing and appropriate action. Informal discussion between persons directly involved in a grievance is essential in the early stages of dispute and reconciliation and mutual resolution shall be encouraged at all stages of the procedure.

**Procedures for Official Hearings:** If informal recourse fails to resolve the grievance within a reasonable time after filing, the Campus Director will schedule a Student Grievance committee meeting. The voting members of this committee shall be comprised of the Director of Education, the Campus Director, and the Program Coordinator.

A copy of the grievance shall be given in writing to the person(s) against whom the complaint is brought. The committee shall review and consider documentary records, which relate to the case, including the grievance and its supporting documentation and any documentary evidence or statement by the person(s) against whom the complaint was filed. Committee members shall arrive at a judgment in consultation among themselves. A majority vote of such qualified members who may also make recommendations, appropriate or disciplinary actions, or changes in policy to the appropriate administrative officials.

**Recourse after hearing:** If students have exhausted these procedures and the problem has not been resolved, they have the right to contact the California Postsecondary Education Commission .

1. Contact the California Postsecondary Education Commission offices by mail. Complaints received by phone must be accompanied by a written follow-up letter.
2. Include the following required information in the letter of complaint:
  - a. The nature of the problem.
  - b. The approximate date(s) that the problem(s) occurred,
  - c. The name(s) of the individual(s) involved in the problem(s) (within the college or other students who were involved),
  - d. Copies of important information regarding the problem(s) (facts, not rumors, lead to solutions),
  - e. Evidence demonstrating that the institution's complaint procedure was followed prior to contacting the State. The complaint must be signed by the complainant.
3. Send the complaint to:

**California Postsecondary Education Commission**  
770 "L" Street Suite 1160  
Sacramento, California 95814

ASU maintains a Complaint Log documenting name of complainant, date of complaint, date of resolution, and staff member responsible for resolving the issue.

**\*\*Please see the Director of Operations for a complaint form and to log your complaint.**

#### ■ Termination of Enrollment of Emotionally Ill Students

The University has full authority to discontinue the enrollment of a student who is mentally disturbed to such a degree that an academic program cannot be successfully pursued, or whose conduct impedes the work of other students, faculty, or administrative offices. This decision shall be made by a special cases committee; the advice of others may be sought. There is no appeal from this decision. The process by which the student may request permission to enroll at a subsequent period will be reported to the student.

#### ■ Policy Statement on a Drug-Free Campus

ASU is committed to creating an environment for its students, staff, and faculty that is free of drug and alcohol abuse. The University recognizes the abuse of illicit drugs and alcohol is a potentially grave threat to the University, to its educational mission and programs, and to the safety and well-being of the community as a whole. It is the University's policy that the unlawful manufacture, possession, use, or distribution of illicit drugs, alcohol, or other controlled substances on or about the campus or any site of a University-sanctioned activity is strictly prohibited and will not be tolerated.

Any student found in violation of the rules of conduct will, following regularly established procedures, be subject to appropriate disciplinary action, including, but not limited to, warning, censure, disciplinary probation, suspension, or expulsion.

#### ■ Suspension of Eligibility for Drug Offenses

Section 484(R)1 of the Higher Education Act Amendment:

(1) IN GENERAL – A student who has been convicted of any offense under a Federal or State law involving the possession or sale of a controlled substance for conduct that occurred during a period of enrollment for which the student was receiving any grant, loan, or work assistance under this title shall not be eligible to receive any grant, loan, or work assistance under this title during the period beginning on the date of such conviction and ending after the interval specified in the following table. In short, the law has been changed to restrict suspension of Title IV funding only to those students with drug convictions while enrolled and receiving Title IV aid. Previously, conviction prior to enrollment resulted in a loss of aid. The penalties are unchanged:

Possession:	First offense – one year ineligibility
	Second offense – two years ineligibility
	Third offense – indefinite loss of aid
Sale:	First offense – one year ineligibility
	Second offense – indefinite loss of aid

Note: A conviction for multiple counts of possession or sale is considered a single conviction. Juvenile court convictions are not applicable.

The rehabilitation provision also remains the same: student can be reinstated if his or her conviction is reversed or set aside, or he or she completes an eligible rehabilitation program.

Note: An eligible program must include two unannounced drug tests. According to The Department of Education, the program must also be recognized by and have received funds from a federal, state, or local government program or court; be insured; and be recognized by a licensed doctor, clinic, or hospital.

## ■ Alcoholic Beverage Policy

It is the policy of American Sports University that:

A.) Persons under the age of 21 years are prohibited from possessing any alcoholic beverage at ASU, within its housing system, or at any event sponsored by the University or by a University organization, whether the event is on University property or not.

B.) The following rules are applicable (i) to all events at which alcoholic beverages are served or sold at ASU and/or its housing systems; (ii) to all events, whether or not at ASU, which are sponsored by the University or by any University organization, department, or office; and (iii) to all ASU activities, whether they occur at the University or not:

1. No person shall be sold or served any alcohol beverage if:
  - a.) that person is, or appears to be, under the legal drinking age of 21;
  - b.) that person is, or seems to be, intoxicated, or is known to the server or seller to be a problem drinker.
2. No person under the age of 21 years shall present any written evidence of his or her age that is false, fraudulent, or not actually his or her own in order to purchase or try to purchase any alcoholic beverage or to gain access to any event or activity at which any alcoholic beverage is being sold or served.
3. No alcoholic beverage shall be sold to any person unless:
  - a.) a license or permit sanctioning the sale of such alcoholic beverage has been obtained by the seller;
  - b.) the license or permit sanctioning such sale and any posters, signs, notices, or other material or information required by applicable law or by the State Liquor Authority are prominently displayed at the site of such sales.
4. The individual, group, or groups sponsoring an event or activity at which any alcoholic beverage is to be sold or served (the “sponsor”) shall be responsible to make sure that all California State laws and regulations and all American Sports University rules and regulations regarding the sale, service, possession, and consumption of alcoholic beverages are observed at such event or activity. This responsibility shall include, without being limited to, the following:
  - a.) items A, B(1), and B(3) of this Policy as stated above, including examining attendees' evidence of age;
  - b.) as part of the request to use University facilities, the sponsor should notify the office of any event at which alcoholic beverages are served;
  - c.) the sponsor shall instruct the person or persons actually selling or serving alcoholic beverages not to sell or serve alcoholic beverages to any person who is or appears to be intoxicated, or whom such server or seller knows to be a problem drinker, or who is or appears to be under the legal drinking age. In addition, specific policies, procedures, and regulations governing particular facilities or populations will be developed by the persons or offices authorized to do so.

Violation of this Policy or of any of these specific policies, procedures, or regulations is subject to applicable University disciplinary codes and policies. Sanctions which may be assessed against violators include, for students, suspension and expulsions, and for employees, discharge.

Faculty, staff, and students should also be aware that, in addition to University sanctions, they may be subject to criminal penalties under certain circumstances for the possession, service, or sale of alcoholic beverages to a person under the age of 21 years. Where appropriate or necessary, the University will cooperate fully with the law.

## ■ Policy on Sexual Harassment

American Sports University has long insisted on a nondiscrimination policy in all areas of the institution, and its position with regard to harassment of any kind is unequivocal. The basic integrity of an institution of higher learning is threatened by a teacher who intimidates a junior colleague or student by demanding sexual favors as a condition of academic advancement, by a supervisor who sexually harasses an employee and misuses a position of authority to achieve a private purpose, or by a peer who sexually harasses a colleague. In short, sexual harassment cannot and will not be tolerated.

American Sports University, in accordance with applicable federal, state, and local laws, defines sexual harassment as unwelcome sexual advances, requests for sexual favors, and/or other verbal or physical conduct of a sexual nature imposed upon any individual when:

- 1) Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or academic career;
- 2) Submission to or rejection of such conduct by an individual is used as the basis for employment or academic decisions affecting such individual;
- 3) Such conduct has the purpose or effect of unreasonably interfering with an individual's work or educational performance or creating a intimidating, hostile, or offensive working environment.

Whether in the context of employment or education, sexual harassment is not exclusively a sexual issue. Rather, it must also be understood as an exploitation of a power relationship. It is usually initiated and negotiated by a person in a position of authority and is sustained at the expense of another who cannot counter demands without risk of reprisal. Sexual harassment is not limited to any particular gender, sexual orientation, race, or socioeconomic level.

Sexual harassment takes many forms of verbal and nonverbal behavior: generalized sexist remarks of behavior; inappropriate and offensive sexual advances without explicit threats or promises of reward; solicitation of sexual activity or other sex-linked behavior by promise of reward; coercion of sexual activity by the threat of punishment; and sexual assaults. All these forms of sexual harassment share certain reprehensible qualities. Those engaged in such behavior distort the relationship of trust that must exist if a University environment is to foster independent, creative, and pleasurable learning. They treat individuals in reductive, stereotypical ways that are offensive and demeaning, and they misuse their authority and power to exploit a vulnerable person, contaminating the relations of teacher and student, counselor and client, administrator and teacher, or supervisor and employee.

Sexual harassment, as well as other forms of sexual coercion, often can be stopped by taking direct action vis-à-vis the harasser. Speak directly to the person bothering you, telling the person firmly and unequivocally to stop the behavior which is making you uncomfortable. Do this as soon as you realize you are being bothered (i.e., do not "wait and see"). You need not apologize nor ingratiate yourself. You do not have to justify your feelings. Or, you may write a letter to the harasser describing the incident and indicating that it made you uncomfortable. Clearly state that you would like the behavior to stop and do not make any statements that could indicate your feelings are disposed otherwise. Keep a copy of the letter for future reference. If the harassment continues, keep a log of what happens. Include the date, the time, the place, and the names of possible witnesses. Tell someone. Failure to notify someone at some point can be a source of confusion. If you feel you need assistance, and cannot approach the harasser, contact a University official to pursue the matter on your behalf (do this sooner rather than later).

## ■ Information Technology Resources Policy

The purpose of this policy is to promote and improve the effectiveness of American Sports University's resources. As an academic community, the University places a special value on the free expression of ideas. However, unlawful or inappropriate use of these information technology resources can infringe upon the rights of others. Prevention of abuse of the University's resources is important to:

- promote the appropriate and productive use of the University's information resources;
- protect individuals from annoyance and harassment;
- protect the University against seriously damaging or legal consequences.

Communication at the University, regardless of whether it is spoken, written, or electronic, should be conducted courteously and with respect for other people's ideas, privacy, intellectual property, and right to be free from intimidation, harassment, and unwarranted annoyance, including, but not limited to, chain letters and obscene and other unwelcome messages.

Consequences for failure to abide by this policy may range from warnings to suspension of email and other computing privileges, to dismissal, termination of employment, or criminal proceedings.

## ACKNOWLEDGEMENT

I, \_\_\_\_\_ have received a copy of this student handbook as an enrolled student here at American Sports University (ASU) and understand the policies contained herein. I have had an opportunity to ask questions regarding the policies and acknowledge my understanding and receipt of the student handbook:

Sign student name: \_\_\_\_\_

Date: \_\_\_\_\_