



### STUDENT HANDBOOK

Effective date: 05/01/2009 Revised: 01 / 01 / 2017



### WELCOME TO SOUTHWEST UNIVERSITY

The following pages contain information regarding many of the policies and procedures of Southwest University.

If you have questions or need assistance reviewing this document please contact: **Marisol Gutierrez** 

Office hours are: Monday through Friday: 9:00 am to 6:00 pm.

Saturday: Closed

Sunday: Closed

Our main phone number is (915) 778-4001

For life threatening emergencies call 911.

#### **Disclaimer**

This handbook is intended only to outline the student policies and procedures. This manual is not intended to be all-inclusive. Southwest University reserves the right to change student policies and procedures on this manual at any time. Students will be notified of any policy changes, additions or deletions. Said changes will immediately become a part of this manual.



#### INTRODUCTION

#### **Southwest University Mission Statement**

The mission of Southwest University is to provide exceptional career and technical training through a commitment to educational excellence strengthened by quality instruction, a positive learning environment, and the integration of emerging technologies to enable' students to achieve their potential, participate in new employment opportunities, and continue to be lifelong learners.

#### **Purpose**

The freedom of individuals to gain knowledge and understanding is essential in the maturing of the mind. So that all students may exercise these freedoms a school must have an environment that does not lack order and stability.

The intent of this code of conduct is to ensure that students do not lose their freedom but are also held accountable to the rules that this institution has set forth. Just as the student must follow these rules and regulations, the institution must clearly outline what these rules and regulation are.

#### **Definition of a Student**

A student is an individual who may be enrolled in Southwest University and who attend classes provided by Southwest University.

#### **Opportunities**

It is our desire to see each and every student achieve their highest potential. We will do our best to provide the opportunity and offer training, education and guidance whenever possible.

#### **Academic Misconduct**

Any Student found guilty of academic misconduct shall be subject to disciplinary action. Academic misconduct includes, but is not limited to the following actions:



- 1. Cheating or knowingly assisting another student in committing an act of cheating or other forms of academic dishonesty.
- 2. Plagiarism, which includes, submitting examinations, themes, reports, drawings, laboratory notes, undocumented quotations, or other material as one's own work when such work has been prepared by another person or copied from another person.
- 3. Unauthorized possession of examinations or other course related material.
- 4. Unauthorized changing of grades on an examination, in an instructor's grade book, or a grade report.

Academic Discipline Process: The faculty member or school director must inform the student of the alleged offense upon discovery, and after an investigation, will take one of the following actions:

- 1. The allegation may be dismissed as unfounded
- 2. The allegation may be dismissed for lack of clear evidence
- 3. The student may admit guilt and a sanction will be imposed
- 4. The school director will determine guilt based on clear and convincing evidence and a sanction will be imposed.

#### Sanctions that may be imposed

If the student admits guilt to academic misconduct or is found guilty by the school director the following sanctions may be applied.

9. The student may receive a failing grade for the assignment, report, or test. A report will be produced and the student will be advised and counseled by the instructor



- 10. The student may receive a failing grade for the course and be put on six weeks probation.
- 11. The student may be dropped from all the courses he or she is currently taking.
- 12. The student may be permanently expelled from Southwest University.

#### **Incomplete Grades**

At its discretion, the school may allow a student, who for reasons acceptable to the school, is experiencing non-repetitive, extreme attendance problems, to make up essential coursework previously missed due to absenteeism. It is the student's responsibility to contact his/her instructor to arrange for any make-up work.

No more than 5% of the total program clock hours can be made up. In the event that the student misses a significant amount of hours in a course, the instructor may determine that it is in the best interest of the student to repeat the course.

# Non Academic Misconduct Alcohol, Drugs & Illegal Substance Abuse

Southwest University has a zero tolerance policy on the use of controlled substances. Possession of alcohol, illegal drugs or other illegal substances is not permitted on school property. Furthermore, students are not permitted to report to school while under the influence of alcohol, illegal drugs or other illegal substances. Students failing to adhere strictly to this policy will be subject to permanent expulsion. Report any suspicious activity to the Director or the President.



#### **Violence**

Threats of violence and acts of violence are strictly prohibited. Students threatening or committing acts of violence will be subject to appropriate disciplinary action, up to and including termination from the program.

#### Weapons

Weapons are generally defined as guns, knives and other objects universally considered a weapon by the vast majority of society. A "weapon" can also be any object which would do harm to another when used as such. Southwest University shall deem any such object a "weapon" for the purpose of enforcing this policy.

Possession of weapons is prohibited on school property. Any student who fails to follow the above mentioned rules regarding weapons will be subject to permanent expulsion.

Report any weapon possession to the Director or the President.

#### **Sexual and Other Unlawful Harassment**

Southwest University will not tolerate sexual misconduct of any kind as defined herein:

#### **Forced Sexual Contact**

Any harmful, insulting or non-consensual verbal or physical contact of a-sexual-nature with another person, (including touching, fondling, exposure, disrobing, etc.) that is accomplished toward another without his/her consent including any such act accomplished by means of actual or implied force, coercion, or helplessness. Forcing or intimidating a person to touch another's intimate parts shall also constitute sexual.



#### **Special Grievance Policy**

Procedures for initiating Grievance Complaints: This procedure

has been established to provide a method to resolve student' grievances-at the lowest administrative level in a fair and expeditious manner. For the purpose of this procedure, grievances are limited to alleged violations of Southwest University policy or procedures by Southwest University or its employees, disputes with faculty and/or alleged unfair treatment. This method is usually used to appeal a grade the student feels was not justified. Under no condition should these policies be used when the student has allegedly violated the code of conduct. Any student who believes that he/she has been unjustly treated within the academic process may proceed as far as necessary in the steps detailed below.

A. Appeal to the faculty member: The student is to submit a written appeal to the faculty member within 3 days after the start of the six week period following the six week period in which the alleged grievance occurred. The faculty member and the student are to discuss the problem. The faculty member will submit a written report outlining his or her decision to the student.

B. Appeals to the program director: If a decision satisfactory to the student cannot be reached, the student may submit a written appeal to the program director. This is to be done within 3 working days after the receipt of the written decision by the faculty member. The program director may meet with the student, or faculty member to review the merits of the appeal. The program director will submit a written response outlining his or her decision to the student and faculty member within ten days of the last meeting.

C. If a resolution is not reached the student may submit a written complaint to TWC.



#### **ARBITRATION & MEDIATION**

If any dispute should arise out of the Student's enrollment and attendance at the University, no matter what issues it involves or how either the Student or the University might describe, plead or style the dispute, both the Student and the University agree that they shall first make a good faith effort to resolve the dispute by participating in mediation with a neutral mediator and then, if the dispute is not resolved, it shall be submitted to binding arbitration under the Federal Arbitration Act, all as specified below:

- (a) The mediator shall be selected from a list of approved mediators maintained by a court or bar association situated in the same community (the "Local Community") as the campus of the University which the Student is attending.
- (b) If arbitration occurs, it shall be conducted at a convenient location within the Local Community, pursuant to the Commercial Arbitration Rules of the American Arbitration Association (AAA) by a single arbitrator selected from an AAA list in accordance with AAA selection rules.
- (d) All allegations, claims and defenses, as well as any supporting information (including statements, testimony and documents), presented in mediation or asserted in arbitration shall be kept confidential by the parties and no disclosed outside of the mediation and arbitration proceedings except for disclosure to a party's counsel and consultants.
- (e) All determinations as to the scope and enforceability of this arbitration provision shall be made by the arbitrator and not by a court.
- **(f)** The arbitrator's award shall be final and binding on both parties, and may be filed for enforcement by either the Student or the University in any court having jurisdiction.

The University and the Student acknowledge that they are voluntarily and irrevocably electing individualized arbitration (that is, between University and Student and not as part of any class action or mass tort or similar joinder of claims) as the remedy for any unresolved dispute they may have,



and the arbitrator in such proceeding shall not have authority to hear any class or mass arbitration or to award punitive damages, consequential damages or noneconomic damages. University and Student voluntarily and irrevocably waive any rights they may have to bring a lawsuit in any state of federal court of competent jurisdiction and to try their dispute before a judge or jury, including by means of a class action or mass tort or similar joinder of claims.

#### SCHOOL POLICY ON ATTENDANCE:

#### General policy

All absences and tardies are record regardless of the reason. A full day of absence will be charged when a student does not attend any of the scheduled classes on that day. A partial day of absence will be charged for any period of absence during the day.

3 tardies constitute an absence.

The school will evaluate each student's attendance at the end of each phase. In cases of excessive absenteeism or tardiness, the school may take disciplinary action prior to the end of a phase.

#### **Holidays**

School holidays, such as Christmas holidays, etc., shall not be considered as days of absences.

#### Make-up work

At its discretion, the school may allow a student, who for reasons acceptable to the school, is experiencing non-repetitive, extreme attendance problems, to make up essential coursework previously missed due to absenteeism. It is the student's responsibility to contact his/her instructor to



arrange for any make-up work. No more than 5% of the total program clock hours can be made up. In the event that the student misses a significant amount of hours in a course, the instructor may determine that it is in the best interest of the student to repeat the course.

Student must provide documentation to justify the absence.

#### **Smoking**

Smoking is not allowed in Southwest University facilities. Smoking is allowed only outdoors. While smoking, please be considerate of others. All smoking materials must be extinguished properly and disposed of in appropriate receptacles.

#### **Dress Code for Bachelor students**

The Dress Code is based on the theory that learning to use socially acceptable manners and selecting attire appropriate to specific occasions and activities are critical factors in the total educational process.

There are two main reasons for this code. The first is educational. That is, it is supposed to teach students what sort of dress will serve them best professionally and socially. The second relates to classroom order, namely it is intended to deter students from wearing clothing to class that could disrupt the class.

Students will be denied admission to class if student id is not visible or their manner of dress is offensive to anyone. On this premise, students at Southwest University are expected to dress neatly at all times.

All MA students must wear scrubs and all associate degree students must wear the school approved shirt/blouse.

The following are examples of appropriate dress for various occasions:



Neat, modest, casual or business attire.

#### **Examples of Inappropriate Dress and/or Appearance**

- 1. Bare feet.
- 2. Short shorts (shorts must reach the length of your hand)
- 3. Clothing with derogatory, offensive and/or lewd messages either in words or pictures.
- 4. Men and Women's pants that show underwear.

All administrative, faculty and support staff members will be expected to monitor student dress code and report any such disregard or violations to the administration.

All Medical students must wear scrubs and all Associate students must wear the University uniform.



#### **Mandatory Fees**

All fees are listed under the total program cost; the information provided below identifies each fee as listed. Please note that fees may vary per program.

Fees listed on the total program cost breakdown include:

Certification Fee – all required certification examinations provided by the respective program. Proof of certification attempt may be needed for completion of degree.

Other Fee – Electronic reader fee is listed as "other" \*Please refer to Electronic Policy and Procedures for further information

Book Fee – total cost for all assigned textbook required for successful completion of respected program (this may include ebooks and hard bound copies)

Laboratory Fee – serves as a designated fee that includes all items used and required for successful completion of course that require laboratory procedures.

Tool Fee – applies to the purchase of all tools utilized and needed for successful completion of respected program



#### **Electronic Reader Acknowledgement**

**PURPOSE:** The purpose of this policy is to constitute an understanding between the student and Southwest University on the mandatory purchase of electronic readers. Electronic readers may vary upon enrollment on specific programs.

All Students must purchase an electronic reader through Southwest University, no exceptions. Electronic reader fee is listed as "other" on the itemized fees statement included in the total program cost.

#### Electronic Reader Device:

Electronic reader may include either a tablet or a laptop (depending on program) and is intended to be used as a learning tool; therefore we will not make any exceptions.

Fees are as follows:

Associate Degree Programs Electronic Reader (tablet) \$800.00

Bachelor Degree Programs Electronic Reader (laptop) \$1,500.00



#### **Scholarship Information**

All scholarships provided by the institution will be applied to the total program cost and will be processed upon curriculum completion of respective program studied.

Scholarships may include:

- High School Graduate
- Externship Re-enroll
- Programmatic Advancement
- Employee



### **ACKNOWLEDGEMENT**

I have read the policies outlined in this student handbook. I understand that I am bound to abide by their policies set herein.

I further understand that Southwest University may modify, revise and update this manual at any time. I am also aware that this updating may include additions or deletions.

I also certify that I have had ample time to discuss this handbook and its contents with Southwest University representatives and I fully understand the contents.

I accept the policies outlined in this handbook and acknowledge that I have received the School's catalog in a USB format and a copy of the student handbook.

Student signature	
Date	

Southwest University reserves the right to make changes to this handbook for the purpose of modifying, revising and updating school policy and this manual. Notice of changes will be posted on the bulletin boards and become a part of this manual. Violation of any school policy may result in immediate termination.



# THE SMART CHOICE

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