

# NEW YORK FILM ACADEMY

COLLEGE OF VISUAL AND PERFORMING ARTS

## 2<sup>ND</sup> AMENDMENT TO THE 2022-23 CATALOG

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# NEW YORK FILM ACADEMY

COLLEGE OF VISUAL AND PERFORMING ARTS

## 2<sup>nd</sup> AMENDMENT TO THE 2022-23 NYFA LA COURSE CATALOG TABLE OF CONTENTS:

(Items listed below have been updated after the published date of 2022-2023 catalog:)

Addendum #1: Student Code of Conduct	3
Addendum #2: Sexual Misconduct Policy	29
Addendum #3: Title IX Grievance Policy & Procedure	90
Addendum #4: Tuition & Costs	144
Addendum #5: Undergraduate Admissions Policy: Bachelor of Fine Arts	146
Addendum #6: MA in Entrepreneurial Producing & Innovation	157
Addendum #7: Financial Aid Policy	171

# NEW YORK FILM ACADEMY

COLLEGE OF VISUAL AND PERFORMING ARTS

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## ADDENDUM #1: STUDENT CODE OF CONDUCT

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# NEW YORK FILM ACADEMY

COLLEGE OF VISUAL AND PERFORMING ARTS

**Explanation of Revision:** Minor revisions addressed, typos corrected, and added the new LA campus Associate Dean of Students position.

Please see below the revised Code of Conduct catalog entry.



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## STUDENT CODE OF CONDUCT

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### INTRODUCTION

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The New York Film Academy (NYFA) seeks to promote and advance the art of visual storytelling as a transformational and ennobling vehicle to both the creator and audience, with a profound impact on individuals, communities, and the global society. To build a community that supports this purpose, NYFA is committed to maintaining a safe and healthy learning environment, free from hostility and discrimination, and to support student success. As community members, NYFA expects students to choose behaviors that embody these values. Students are expected to act with honesty and the highest ethical standard, to be good citizens, to be respectful of diverse campus community members, to behave responsibly, to choose actions that reflect well on NYFA, and to contribute positively to NYFA and the visual storytelling industry.

Being a NYFA student is a privilege, not a right. Therefore, student behavior that is not consistent with NYFA's expectations or the Student Conduct Code is addressed through an educational process that is designed to promote NYFA's values and, when necessary, hold students accountable through appropriate consequences.

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### STUDENT CONDUCT POLICIES

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Students may be held accountable for the types of misconduct set out in Types of Misconduct (Section II. B.).

Procedures specifically for allegations involving discrimination, harassment, retaliation, sexual misconduct, domestic and dating violence, and stalking are set forth in *NYFA's Title IX Grievance Policy and Procedure*, *NYFA's Sexual Misconduct Policy*, and/or *NYFA's Student Grievance and Resolution Process*.

# NEW YORK FILM ACADEMY

COLLEGE OF VISUAL AND PERFORMING ARTS

## *A. Jurisdiction*

The NYFA Student Conduct Code applies to conduct in and around NYFA property, at NYFA sponsored or related activities, to behaviors conducted at NYFA affiliated or contracted facilities, to off-campus conduct that adversely affects the NYFA community and/or the pursuit of its objectives, in all NYFA programs, locally or abroad, on ground or online. Each Student shall be responsible for their conduct from the time of application for admission through the awarding of a degree or certificate, even though conduct may occur before classes begin or after classes end, as well as during the academic year and during periods between terms of actual enrollment (and even if the conduct is not discovered until after the degree or certificate is awarded).

The NYFA Student Conduct Code shall apply to a student's conduct even if the student withdraws from NYFA while a disciplinary matter is pending. The Dean of Students and/or designee, using their sole discretion, shall decide whether the Student Conduct Code shall be applied to conduct occurring off campus on a case by case basis.

## *B. Types of Misconduct*

Students may be held accountable for committing, or attempting to commit, a violation of the NYFA Student Conduct Code. Violations include the following types of misconduct:

### *1) Academic Dishonesty*

Any form of academic misconduct that gains an unfair academic advantage.

### *2) Cheating*

Cheating includes, but is not limited to, the use of unauthorized materials, information, or study aid in any academic exercise; the use of sources beyond those authorized by the faculty member in academic assignments or solving academic problems; the acquisition, without permission, of tests or other academic material; the alteration of any answers on a graded document before submitting it for re-grading; engaging in any behavior specifically prohibited by the faculty member in the course syllabus or class discussion; or the failure to observe the expressed procedures or instructions of an academic exercise.

# NEW YORK FILM ACADEMY

COLLEGE OF VISUAL AND PERFORMING ARTS

### *3) Plagiarism*

Plagiarism includes, but is not limited to, the use, by paraphrase or direct quotation, of the published or unpublished work of another person without full and clear acknowledgement. Work can include words, ideas, designs, images, or data. This includes, but is not limited to, representing another's work as the student's own original or new work, with or without the intent to deceive, and may include part or all of another's work. It also includes the unacknowledged use of material prepared by another person or agency engaged in the selling of academic materials.

### *4) Fabrication*

Fabrication includes, but is not limited to, falsification or invention of any information or citation in an academic exercise, and can include manipulating, omitting, or inaccurately representing research, data, equipment, processes, or records.

### *5) Multiple Submissions*

Multiple submissions include, but are not limited to, the resubmission of academic material, whether in identical or similar form, when the work has been previously submitted for credit, whether at NYFA or any other institution, without the permission or consent of the faculty member.

### *6) Unauthorized Assistance*

Unauthorized assistance includes, but is not limited to, working with individuals, services, materials, or devices, without the permission or consent of the instructor, on any academic work, whether in draft or final form.

### *7) Solicitation*

Solicitation includes, but is not limited to, giving, receiving, or expecting financial compensation from other students for services or products such as NYFA production, pre-production, post-production, and script consultation.

### *8) Forgery*

Forgery includes, but is not limited to, alteration, or misuse of any NYFA document, record, key, electronic device, or identification, or submission of any forged document or record to NYFA.

# NEW YORK FILM ACADEMY

COLLEGE OF VISUAL AND PERFORMING ARTS

## *9) Falsifying Information*

Falsifying information includes, but is not limited to, any individual who knowingly files a false Complaint and who knowingly provides false information to NYFA administration, or who intentionally misleads NYFA administration involved in the investigation or resolution of a Complaint.

## *10) Theft*

Theft includes, but is not limited to, taking, attempting to take, possessing items without permission or consent of the owner, or misappropriation of NYFA property or property belonging to a member of the NYFA community.

## *11) Vandalism, Damage, or Destruction of NYFA Property*

Unauthorized removal, defacing, tampering, damage, or destruction of NYFA property or the property of NYFA community members.

## *12) Trespassing or Unauthorized Entry*

Trespassing or unauthorized entry includes, but is not limited to, unauthorized presence in, use of, or misuse of NYFA property.

## *13) Misuse of NYFA Property, Materials, or Resources*

Misuse of NYFA property, materials, or resources includes, but is not limited to, possession of, receipt of, or use of NYFA services, equipment, resources, or property, including NYFA's name, insignia, seal, or violations of copyright laws, whether by theft, unauthorized sharing or other misuse of copyrighted materials such as music, movies, software, photos, or text. Additionally, includes misuse of NYFA owned computers, technology, or networks, tapping into ethernet lines of NYFA or adjoining businesses, and or Illegal downloading or file sharing.

## *14) Housing Conduct*

Violations of policy regarding NYFA affiliated, operated, or leased housing facilities or other housing facilities.



# NEW YORK FILM ACADEMY

COLLEGE OF VISUAL AND PERFORMING ARTS

## *15) Parking Conduct*

Violations of policy regarding NYFA parking services or NYFA operated parking facilities.

## *16) Event Conduct*

Event conduct includes, but is not limited to, displaying a lack of respect, civility, professionalism, and proper etiquette at NYFA activities and functions.

## *17) NYFA Identification*

NYFA Identification includes, but is not limited to, abiding by policies, regulations, or rules related to use of NYFA identification cards, NYFA credentials, and representation of one's identity or misrepresentation of one's own or another's identity.

## *18) Defamation*

Defamation includes, but is not limited to, false statements of fact that injure the reputation of a member of the NYFA community, either written or spoken.

## *19) Conduct that Threatens Health or Safety*

Conduct that threatens the health or safety of any person including, but not limited to, physical assault, threats that cause a person reasonably to be in fear for one's own safety or the safety of their immediate family, incidents involving the use or display of a weapon, and intoxication or impairment through the use of alcohol or controlled substances to the point one is unable to exercise care for one's own safety, or other conduct that threatens the health or safety of any person.

## *20) Sexual Misconduct*

Violations of NYFA's *Title IX Grievance Policy and Procedure* and/or NYFA's *Sexual Misconduct Policy*, may include incidents of domestic violence, dating violence, stalking, sexual assault, sexual harassment, and other prohibited behavior.

## *21) Stalking*

Stalking includes, but is not limited to, engaging in a repeated course of conduct directed at a member of the NYFA community that would cause a reasonable person to fear for their safety, to suffer emotional distress, or where the threat reasonably causes serious alarm, torment or terror.

# NEW YORK FILM ACADEMY

COLLEGE OF VISUAL AND PERFORMING ARTS

For stalking violations of a sexual nature, see NYFA's *Title IX Grievance Policy and Procedure* and/or NYFA's *Sexual Misconduct Policy*.

## ***22) Harassment***

Harassment includes, but is not limited to, unwelcome conduct that is sufficiently severe, persistent, and/or pervasive, whether or not intended. The objectively offensive conduct could be considered by a reasonable person to limit a NYFA community member's ability to participate in or benefit from NYFA services, activities, or opportunities.

For violations involving sexual harassment, see NYFA's *Title IX Grievance Policy and Procedure* and/or NYFA's *Sexual Misconduct Policy*.

## ***23) Hazing***

Hazing includes, but is not limited to, any method of initiation or pre-initiation into a recognized or unrecognized student organization in which the conduct, or conspired conduct, is likely to cause serious bodily injury, physical harm, or personal degradation or disgrace resulting in physical or mental harm.

NYFA complies with California, New York, and Florida statutes that prohibit hazing in connection with initiation of new members into student organizations.

## ***24) Retaliation***

Retaliation includes, but is not limited to, threats, intimidation, reprisals, and/or adverse actions taken against a member of the NYFA community, in relation to reporting student misconduct, participating in a student conduct-related investigation, or assisting with a student conduct-related matter.

For incidents of retaliation related to sexual misconduct, see NYFA's *Title IX Grievance Policy and Procedure* and/or NYFA's *Sexual Misconduct Policy*.

## ***25) Bullying & Intimidation***

Bullying and intimidation includes, but is not limited to, coercion and aggressive behaviors that cause fear, intentionally harm or control another person physically or emotionally, and are not protected by freedom of expression.

# NEW YORK FILM ACADEMY

COLLEGE OF VISUAL AND PERFORMING ARTS

## *26) Discrimination*

All forms of discrimination are governed by the rules of NYFA's *Title IX Grievance Policy and Procedure*, NYFA's *Sexual Misconduct Policy*, and/or NYFA's *Student Grievance and Resolution Process*.

## *27) Fraternalization*

Fraternalization includes, but is not limited to, intimate relationships and socialization outside of professional and academic reasons between NYFA students and NYFA faculty members or staff. This includes social media fraternization such as, "friending" or accepting "friend requests," or "following" NYFA faculty or staff on Facebook, Twitter, Instagram, Snapchat, and any other social media sites. LinkedIn, or other professional sites, are considered exceptions.

## *28) Disorderly, Disruptive, or Obstructionary Behavior*

Disorderly, disruptive, or obstructionary behavior includes, but is not limited to, obstruction or intrusion of teaching, research, administrative procedures, disciplinary procedures, productions, or other NYFA activities.

## *29) Failure to Comply*

Failure to comply includes, but is not limited to, a failure to abide by the directions, instructions, or request(s) of a NYFA employee or agent acting in an official capacity.

## *30) Controlled Substances*

Use, possession, manufacture, distribution, sale of, or the attempted manufacture, distribution, or sale of, controlled substances (including medical marijuana), identified as unlawful in federal or state law or regulations; the misuse of legal pharmaceutical drugs; use or possession of drug-related paraphernalia; and impairment, being under the influence, or being unable to care for one's own safety because of controlled substances. Further information may be found in NYFA's *Drug and Alcohol Policy*.

## *31) Alcohol*

Use, possession, manufacture, distribution, sale of, or the attempted manufacture, distribution, or sale of, alcohol which is identified as unlawful in federal or state law or regulations; and impairment, being under the influence, or being unable to care for one's own safety because of alcohol. Except as

# NEW YORK FILM ACADEMY

COLLEGE OF VISUAL AND PERFORMING ARTS

permitted or authorized by NYFA.; Further information may be found in NYFA's *Drug and Alcohol Policy*.

### *32) Smoking*

Smoking of any kind, including vaporizers or e-cigarettes, in or around any NYFA property, or at NYFA activities, except at designated smoking areas. This includes use of tobacco products, such as chewing tobacco, that are not part of a smoking cessation program.

### *33) Professional Courtesy*

Professional courtesy includes, but is not limited to, remaining quiet in the hallways, and in general areas in and around NYFA property. Students must not approach or enter neighboring offices or solicit neighboring offices for employment.

### *34) Weapons*

Possession, use, misuse, or distribution of explosives (including fireworks and ammunition), guns (including air, BB, paintball, replica guns, or pellet guns), knives (switchblade or belt buckle) with a blade of longer than two inches, replica weapons, chemicals, using an item as a weapon, or other weapons or dangerous objects (including arrows, axes, machetes, nun chucks, throwing stars), including any item that falls within the category of a weapon, or the storage of in a vehicle parked on NYFA property.

### *35) Expectation of Privacy*

Making a video recording, audio recording, taking photographs, or streaming audio/video of any person in a location where the person has a reasonable expectation of privacy, without that person's knowledge or express consent. This includes non-public conversations and/or meetings, looking through a hole or opening into the interior of a private location. This provision may not be utilized to infringe upon the lawful exercise of constitutionally protected rights of freedom of speech or assembly.

For incidents involving privacy related to sexual misconduct, see NYFA's *Title IX Grievance Policy and Procedure* and/or NYFA's *Sexual Misconduct Policy*.

# NEW YORK FILM ACADEMY

COLLEGE OF VISUAL AND PERFORMING ARTS

### *36) Encouraging, Permitting, or Assisting with a Violation*

Encouraging, permitting, assisting, facilitating, or participating in an act that could subject a student to a violation, including planning an act or helping another commit an act (including academic dishonesty).

### *37) Student Guests*

Students are responsible for the conduct of their guests in and around NYFA property or NYFA affiliated property, or while at NYFA activities.

### *38) Guest Speakers*

Students may not solicit, or attempt to solicit, work to or from NYFA guest speakers, including giving scripts, headshots, reels, or other development materials, or pitching ideas.

### *39) Unauthorized Vehicles or Devices*

Unauthorized vehicles or devices include, but are not limited to, use, possession, charging, or storage of drones, self-balancing battery-powered boards (hoverboards, electronic skateboards or scooters), or other similar equipment, in or around NYFA property or NYFA activities. This also includes the unauthorized use of electronic devices (cell phones, laptops, or tablets in the classroom).

### *40) Personal Care*

Personal care includes, but is not limited to, the maintenance of health and personal hygiene, including the expectation of regular bathing and frequent laundering of clothes to ensure a healthy and comfortable learning environment.

### *41) NYFA Production & Locations*

Violations of policies, rules, or expectations related to Equipment, Props, Production, Editing and Post-Production Department guidelines. Includes following guidelines for greenlight processes, on-set safety, or action sequence authorization. Behaving respectfully and following location guidelines and expectations while on location (including Warner Bros., Universal, and other third-party entities) at NYFA activities.

# NEW YORK FILM ACADEMY

COLLEGE OF VISUAL AND PERFORMING ARTS

#### *42) Violation of Any Published NYFA Rule, Regulation, or Policy*

Violation of any published NYFA rule, regulation, or policy.

#### *43) Violations of Law*

Any act chargeable as a violation of federal, state, or local law, when there is a reasonable belief that the act poses a threat to the health or safety of any person in the NYFA community, to the security of any NYFA property, or poses a threat of disruption or interference with NYFA activities or operations.

#### *44) Violation of Disciplinary Conditions*

Violation of the conditions contained in the terms of a disciplinary action, outcome, sanction, or resolution, imposed through NYFA's student conduct procedures.

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## STUDENT CONDUCT PROCEDURES

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The Student Conduct Procedures are established by NYFA to resolve allegations of student misconduct. The procedures and resolution process are intended to be educational, not adversarial, and all cases are expected to be treated in a fair and equitable manner. Questions concerning student conduct procedures may be addressed to the Dean of Students ([DeanStudentsLA@nyfa.edu](mailto:DeanStudentsLA@nyfa.edu)).

NYFA Email is the mechanism for official Student Conduct Procedure communications.

### *A. Reporting Complaints*

Complaints involving alleged misconduct by students must be submitted in writing to the Dean of Students, the Associate Dean of Students or their designees, referred to hereafter as the Student Conduct Administrator. Complaints must be made within one year following discovery of the alleged misconduct, unless an exception is granted by the Campus Dean.

### *B. Initial Investigation*

Upon receiving a report regarding alleged violation(s), the Student Conduct Administrator will consider information acquired from the reporting party and may conduct further investigation.

# NEW YORK FILM ACADEMY

COLLEGE OF VISUAL AND PERFORMING ARTS

## *C. Notice of Investigation*

Upon the Student Conduct Administrator determining that there is sufficient information to proceed with the student conduct process, the Student Conduct Administrator will give notice to the accused student. Notice shall include the following:

- The nature of the conduct in question and the basis for the allegation.
- Information on how to access a full version of NYFA's Student Conduct Code.
- Notification of the student's right to be accompanied by a Support Person.
- An amount of time by which the student is expected to respond to the notice. NYFA allows for up to three (3) days from the date of notice for the student to respond to the Student Conduct Administrator for the purpose of scheduling an initial meeting.
- What occurs if the Student Conduct Administrator fails to hear from the student. NYFA allows the Student Conduct Administrator to place a Hold on the student's NYFA records if the student does not contact the Student Conduct Administrator within the three-day period or fails to keep any scheduled appointment. The student will be notified that this action has been taken. The placement of a Hold on the student's NYFA records may prevent the student from registering and/or from obtaining transcripts, verifications, or a degree from NYFA. The Hold will be removed only when the student attends a scheduled meeting, responds to the allegations, or upon resolution of the student conduct procedures.

In addition, the Student Conduct Administrator may include language directing the student to act or refrain from acting in a manner specified by the Student Conduct Administrator. These directions may include directing the student to have no contact with, or otherwise disturb the peace of others specifically named until the matter is resolved. Violation of these directions would be grounds for separate misconduct under "Types of Misconduct".

## *D. Meeting(s) with the Student Conduct Administrator & Student Rights*

Meeting with the Student Conduct Administrator provides the student an opportunity to resolve a pending or alleged violation of misconduct. At the initial meeting with the student, the Student Conduct Administrator will:

# NEW YORK FILM ACADEMY

COLLEGE OF VISUAL AND PERFORMING ARTS

- Ensure that the student has been provided information on how to access NYFA’s Student Conduct Code.
- Discuss privacy; inform the student that the content of meeting and student conduct proceedings will be kept private, per Family Educational Rights and Privacy Act regulations, unless privacy is waived by the student.
- Explain the purpose of the meeting, which to determine if there has been a violation and to gather information about appropriate resolution and/or disciplinary sanctions.
- Describe to the student the nature of the conduct in question, and sections of the Student Conduct Code that have allegedly been violated.
- Allow the student to have an opportunity to be heard and to respond to the allegations.
- Describe potential outcomes and/or a range of sanctions.

If a student requires any reasonable accommodation(s) to attend their meeting, the student must contact the Student Conduct Administrator in advance of the meeting. The Student Conduct Administrator may work with NYFA’s Accessibility Services to account for any reasonable accommodation(s).

Students have the right to review documents relevant to the case. If documents are requested, documents may be redacted to comply with state and federal laws and regulations and NYFA policies.

Students have the right to know the length of time NYFA keeps record of disciplinary matters. Please see Section “V. Privacy & Records Retention” for more details.

## ***E. Standard of Proof***

The preponderance of the evidence is the standard of proof which will be used in student conduct proceedings. Meaning, the Student Conduct Administrator must establish that it is more likely than not that the student engaged in or committed the misconduct of which the student is alleged to have violated.

## ***F. Resolution by the Student Conduct Administrator***

At the conclusion of the investigation, the Student Conduct Administrator may take one of several actions listed below. The student will receive written notification of the outcome of any disciplinary action or Resolution Agreement.



# NEW YORK FILM ACADEMY

COLLEGE OF VISUAL AND PERFORMING ARTS

## 1) Insufficient Information

If the Student Conduct Administrator concludes there is insufficient information to determine a violation, then the matter will be closed with no further action taken.

## 2) Imposing Sanctions

If the Student Conduct Administrator concludes there is sufficient information to determine a violation, then appropriate sanctions will be determined. Some factors to be considered in determining disciplinary sanctions may include, but are not limited to:

- The severity and/or number violations.
- Past disciplinary policy violations (single or repeated acts).
- Any sanctions previously imposed for the same or a similar violations.

## 3) Resolution Agreement

If the Student Conduct Administrator concludes there is sufficient information to determine a violation, a Resolution Agreement will detail the outcome and sanctions resulting from the investigation. The Resolution Agreement is considered formal disciplinary action and is binding. If the student fails to abide by the terms of the Resolution Agreement, the student may face further disciplinary action.

A Resolution Agreement will include, at minimum:

- The determination made by the Student Conduct Administrator, based on the investigation.
- The types of misconduct for which the student is being held responsible for violating.
- The assigned sanctions and any deadlines.
- The student's right to appeal the determination.
- The length of time the disciplinary record will be maintained.

A Resolution Agreement may also include:

- Directions for the student to refrain from specific behaviors, and/or to refrain from contacting others involved in the case.
- Expectations for the student to participate in specified educational programs and/or reconciliation processes such as mediation.

# NEW YORK FILM ACADEMY

COLLEGE OF VISUAL AND PERFORMING ARTS

#### 4) Decisions in Absentia

If the student fails to participate in the disciplinary process or has withdrawn from NYFA while there is pending disciplinary action, the Student Conduct Administrator may proceed to resolve the matter without the student's participation.

#### *G. Sanctions & Additional NYFA Actions*

- 1) If the Student Conduct Administrator concludes there is sufficient information to determine a violation, the Student Conduct Administrator will consider the context and seriousness of the violation in determining the appropriate sanction(s).
- 2) Sanctions may be enhanced if the student is additionally found to have discriminated against another on the basis of an individual's race, color, national or ethnic origin, citizenship, sex, religion, age, sexual orientation, gender identity, pregnancy, marital status, ancestry, service in the uniformed services, physical or mental disability, medical condition, or perceived membership in any of these classifications.
- 3) The Student Conduct Administrator may impose one or more sanctions or additional actions:

##### **a. Warning:**

Notice to the student that a violation of NYFA policies or regulations has occurred and that continued or repeated violations of NYFA policies or regulations may be cause for further disciplinary action.

- i. A warning carries no transcript notation.

##### **b. Disciplinary Probation:**

A status imposed for a specific period of time in which a student must demonstrate conduct that abides by NYFA's Student Conduct Code. Conditions restricting the student's privileges or eligibility for NYFA activities may be imposed. A temporary transcript notation may accompany the probationary period. Further misconduct during the probationary period or violation of any conditions of the probation may result in additional disciplinary action, including but not limited to, suspension or expulsion.

# NEW YORK FILM ACADEMY

COLLEGE OF VISUAL AND PERFORMING ARTS

- i. Disciplinary probation carries a temporary transcript notation that is only noted on the student's transcript during the duration of the disciplinary probation. When the disciplinary probation period concludes, the transcript notation is removed.

**c. Deferred Suspension:**

A status imposed for a specific period of time in which the student must successfully complete conditions outlined by the Student Conduct Administrator and/or may be a period in which suspension from NYFA is deferred or delayed until a later date. Further violations of the NYFA Student Conduct Code or failure to complete any assigned conditions may result in additional disciplinary action including, but not limited to, suspension or expulsion.

- i. Deferred suspension carries a temporary transcript notation that is only noted on the student's transcript during the duration of the deferred suspension. When the deferred suspension period concludes, the transcript notation is removed.

**d. Suspension:**

Suspension is the termination of a student's status for a specified period of time, including the remainder of an academic term or for several academic terms. Suspension may take effect at such time as the Student Conduct Administrator determines. Students who have been suspended may be prohibited from entering specified areas, or all areas, of NYFA property. During the period of suspension, the student will be prohibited from attending all classes, seminars and programs, and any NYFA-sponsored activities. A suspended student will be ineligible to enroll in any NYFA courses at any NYFA campuses during the period of suspension. During the period of suspension, the Student Conduct Administrator may place a Hold on the student's NYFA records which may prevent the student from registering, obtaining transcripts, verifications, or receiving a degree from NYFA. Further violations of NYFA's Student Conduct Code or failure to complete any assigned conditions may result in additional disciplinary action including but not limited to further suspension or expulsion.

# NEW YORK FILM ACADEMY

COLLEGE OF VISUAL AND PERFORMING ARTS

- i. After the period of Suspension, the student will be reinstated if:
  1. The student has complied with all conditions imposed as part of the suspension.
  2. The student is academically eligible.
  3. The student meets all requirements for reinstatement including, but not limited to, removal of Holds on records, and payment of restitution where payment is a requirement of reinstatement.
  4. The student meets the deadlines for filing all necessary applications, including those for readmission, registration, and enrollment.
  5. Students are required to apply for readmission following a suspension of more than one academic term and must meet all requirements for readmission.
    - ii. If a student is suspended for less than one academic term, a transcript notation will be temporarily noted, indicating the duration of the suspension. When the suspension period is concluded, the transcript notation is removed.
    - iii. If a student is suspended for more than one academic term, a transcript notation will be permanently noted, indicating the duration of the suspension.

**e. Deferred Expulsion:**

A status imposed for a specific period of time in which the student must successfully complete conditions outlined by the Student Conduct Administrator and/or may be a period in which expulsion from NYFA is deferred or delayed until a later date. Further violations of NYFA's Student Conduct Code or failure to complete any assigned conditions will result in additional disciplinary action including, but not limited to, immediate expulsion.

- i. Deferred expulsion carries a permanent transcript notation that indicates the duration of the deferred expulsion.

**f. Expulsion:**

Expulsion is the permanent termination of a student's status. An expelled student will be ineligible to enroll in any NYFA courses at any NYFA campuses indefinitely. Expelled students may be prohibited from entering specified areas, or all areas, of NYFA property, and/or may be excluded from NYFA activities.

# NEW YORK FILM ACADEMY

## COLLEGE OF VISUAL AND PERFORMING ARTS

- i. The student record of an expelled student may include a Hold on the student's NYFA records, which may prevent the student from registering, obtaining transcripts, verifications, or receiving a degree from NYFA.
- ii. Expulsion carries a permanent transcript notation.

### **g. Revocation of Awarding Degree or Certificate:**

If, after a degree or certificate has been awarded, a degree or certificate recipient is found responsible for a violation of NYFA's Student Conduct Code while the student was an enrolled student, the Student Conduct Administrator may impose, as a sanction, a revocation of the degree or certificate, subject to the following procedures:

- i. The Student Conduct Administrator will submit a recommendation of revocation of the degree or certificate to NYFA's Campus Dean.
- ii. A Notice of Intent to Revoke Degree or Certificate shall be sent to the student. This notice shall include the details of the violation and the basis for the revocation.
- iii. The student may submit a written appeal of the revocation to NYFA's Campus Dean within ten (10) days from the date of the Notice of Intent to Revoke Degree or Certificate. The imposition of the revocation of degree or certificate will be deferred until the conclusion of the appeal. The decision of NYFA's Campus Director is final.

### **h. Educational Sanctions:**

Educational sanctions are intended to help Students learn from their decisions and reflect on what they want to get out of their educational experience. Educational sanctions may include, but are not limited to:

- i. Reflective or research papers, presentations, or assignments
- ii. Community Service
- iii. Restitution
- iv. Participation in designated educational programs, services, or activities
- v. Letter of apology

# NEW YORK FILM ACADEMY

COLLEGE OF VISUAL AND PERFORMING ARTS

## **i. Additional Actions:**

Additional actions are intended to help repair any harm that resulted from a violation or protect the safety of the NYFA campus community. Additional actions may include, but are not limited to:

- i. Exclusion from entering specified areas, or all areas, of NYFA property
- ii. Loss of privileges and/or exclusion from NYFA activities

## **j. Limits on Sanctions:**

The loss of NYFA employment or removal from paid student positions will not be a form of sanction under NYFA's Student Conduct Code. However, when maintaining student status or good disciplinary standing is a condition of employment or the paid position, the loss of student status or good disciplinary standing will result in termination of the student's employment or removal from the paid student position.

## ***H. Parallel Conduct Proceedings***

NYFA's Student Conduct Proceedings are independent from any criminal, court, or administrative proceedings. If a student is charged in a civil or criminal case, based on the same facts in a NYFA Student Conduct Proceeding, NYFA may continue with their student conduct proceedings before, or simultaneously with, a criminal, court, or administrative proceeding.

In cases involving an active police investigation, if the Student Conduct Administrator determines that the notice to the student may interfere with the criminal investigation, the Student Conduct Administrator may delay sending the notice to the student for a reasonable period of time.

## ***I. Appeals Process***

If the student does not agree with the determination or Resolution Agreement proposed by the Student Conduct Administrator, the student may appeal the violations and/or the sanction(s). The imposition of any sanction will be deferred until the conclusion of the appeals process. The student may appeal the Student Conduct Administrator's determination and must clearly state the basis for the appeal.

# NEW YORK FILM ACADEMY

COLLEGE OF VISUAL AND PERFORMING ARTS

Acceptable reasons for appeal include:

- The student disagrees with the types of misconduct the student is found to be responsible for violating.
- The student disagrees with the sanctions, and believes the sanctions assigned are disproportionate to the severity of the violation, or are excessive, insufficient, or inappropriate.
- The student has new evidence, which is sufficient enough to alter the Student Conduct Administrator's determination and was not available during the Student Conduct Administrator's investigation process.
- The Student Conduct Administrator failed to follow the Student Conduct Proceedings.

All appeals must be directed to the Campus Dean, or designee, via the Campus Dean's email ([dan@nyfa.edu](mailto:dan@nyfa.edu)). All appeals must be written and should clearly articulate and support the basis for appeal. Criteria to include in the written appeal should be the reason for the appeal (listed above) and any evidence the student wants to emphasize for consideration (such as statements, documents, videos, pictures, social media records, etc.). Appeals must be received within five (5) days of the date of the Resolution Agreement. Appeals must be sent from the student's official NYFA e-mail.

The Campus Dean will gather information for the basis of their determination including, but not limited to, information related to the case submitted by the Student Conduct Administrator, information about any previous cases with similar misconduct, the letter of appeal from the responding student, and any additional information the Campus Dean may need to make a determination.

The Campus Dean may uphold the violations determined by the Student Conduct Administrator, may uphold and impose the sanctions determined by the Student Conduct Administrator, may determine different violations, may adopt and impose different sanctions, or may reject any and all violations and/or sanctions.

The Campus Dean will issue a decision letter within ten (10) days, after receiving the appeal. The decision of the Campus Dean is final.

A decision letter containing the determination of the Campus Dean will be delivered to the student and to the Student Conduct Administrator via NYFA email. The Campus Dean may also notify other parties of the decision, or may direct the Student Conduct Administrator to do so, if such parties are authorized to receive such information.

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## INTERIM &/OR EMERGENCY MEASURES

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The Student Conduct Administrator, the Campus Dean, or designees, may authorize interim and/or emergency measures against a student or organization, pending student conduct proceedings, whenever there is evidence that deems interim measures are reasonable and necessary to protect the personal safety of person(s) within the NYFA community, or NYFA property, and/or to ensure the maintenance of order. Interim and/or emergency measures may include, but are not limited to No Contact directives, limitations on hours of attendance at certain events or in certain NYFA facilities, exclusion from certain events or NYFA activities, or a Procedural Hold.

### *A. Procedural Hold*

The Student Conduct Administrator may impose a Procedural Hold, pending student conduct proceedings, where there is reasonable cause to believe that separation of a student is necessary to protect the personal safety of person(s) within the NYFA community, or NYFA property, and/or to ensure the maintenance of order.

A Procedural Hold may include exclusion from classes, or from specified NYFA activities, or from NYFA property.

- 1) Within twenty-four (24) hours after the imposition of the Procedural Hold, the Campus Dean or designee will review the information upon which the Procedural Hold was based. The Procedural Hold will stand unless the Campus Dean denounces the Procedural Hold within twenty-four (24) hours of its imposition. If the Campus Dean rescinds the Procedural Hold, the action will be deemed vacated and a reasonable effort will be made to inform the student that the Procedural Hold is vacated.

Should the Procedural Hold be vacated, that will have no bearing on NYFA's student conduct proceedings arising from the conduct which prompted the Procedural Hold.

- 2) Upon imposition of the Procedural Hold, the Student Conduct Administrator will notify the student of the alleged violation(s), the length and conditions of the Procedural Hold, and the opportunity for a review with the Campus Dean or designee to challenge the Procedural Hold.
- 3) Review of the Procedural Hold will have scheduling priority. The student may be accompanied by a Support Person. The student may present information to contest the Procedural Hold, or to demonstrate that the Procedural Hold is unnecessary or that the conditions of the Procedural



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COLLEGE OF VISUAL AND PERFORMING ARTS

Hold should be modified. The Campus Dean is authorized to investigate the facts which prompted the Procedural Hold and may lift the Procedural Hold or modify its conditions. Within three (3) days of the conclusion of the review, the Campus Dean will determine:

- a. If the Procedural Hold is necessary
- b. If the conditions of the Procedural Hold should be modified

The result of the Procedural Hold review will have no bearing on NYFA's student conduct proceedings arising from the conduct which prompted the Procedural Hold.

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## PRIVACY & RECORDS RETENTION

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Student records are confidential. The disclosure of information from such records is subject to California, Florida, and New York Information Practices statutes, and to the Family Educational Rights and Privacy Act (FERPA), to which NYFA adheres.

In cases where the final outcome is deferred expulsion, expulsion, or suspension, NYFA's Registrar Office retains the student conduct records permanently.

In all other cases when there have been violations of the Student Conduct Code, student conduct records will be retained for seven (7) years from the date of the final outcome.

Upon receipt of a request from professional schools, graduate programs, employers, or others, for the disciplinary records of a student, and after the student provides a waiver authorizing the release of information, NYFA's Registrar Office will only report and/or release records where violations resulted in a sanction of deferred suspension, suspension, deferred expulsion, and/or expulsion.

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## AMENDMENT & MODIFICATION

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Any amendments or modifications to NYFA's Student Conduct Code will be made by NYFA's Dean of Students, in consultation with appropriate NYFA faculty, staff, and administrators. Prior to adoption, such amendments will be submitted to NYFA's General Counsel for review for consistency with the NYFA policies, and federal and state law.

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## DEFINED TERMS

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### **A. NYFA**

The term NYFA means New York Film Academy, and all its educational operations.

### **B. Faculty Member**

Any person hired by NYFA to conduct classroom or teaching activities or who is otherwise considered by NYFA to be a member of its faculty.

### **C. NYFA Community Member**

A NYFA community member includes, but is not limited to, any NYFA student, faculty member, staff, administrator, employee, agent acting on behalf of NYFA, guest speakers, visitor, and/or any person affiliated with a NYFA activity during the time of the activity.

### **D. NYFA Property**

Includes all land, buildings, facilities, and other property in possession of or owned, used, or controlled by NYFA, and includes adjacent streets and/or sidewalks.

### **E. NYFA Activities**

NYFA activities may occur on or off campus and may include, but are not limited to, NYFA sponsored events, classes, field trips, student organization meetings or events, athletic events or practices, student led productions, and the like.

### **F. Student Conduct Administrator**

A NYFA official authorized by the Campus Dean to implement NYFA's student conduct procedures and impose sanctions upon any student found in violation of the Student Conduct Code. The term "Student Conduct Administrator" is an internal designation and is not an official title. For the Los Angeles campus, this may mean the Dean of Students, the Associate Dean of Students, or their designees.

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## *G. Complainant*

A Complainant may be a student, administrator, or third party who presents or alleges information about a NYFA student that may be considered a violation of the Student Conduct Code.

## *H. Respondent*

A Respondent is a NYFA student or third party who has been accused of violating the Student Conduct Code.

## *I. Working Days*

Working days are Monday through Friday, excluding all official holidays or NYFA campus closures.

## *J. Notice*

Whenever written notice to a student is required by the Code, it will be conclusively presumed to have been furnished if the notice is sent to the student by email or the email address most recently filed with the Registrar office.

## *K. Student*

The term “student” includes all person enrolled in or registered for courses at NYFA, either full-time or part-time, pursuing a degree or certificate program. Persons who withdraw after allegedly violating the Student Conduct Code, who are not officially enrolled for a particular term but who have a continuing relationship with NYFA, or who have applied for admission are considered “students.” Additionally, persons who have previously been enrolled and are eligible to return following a voluntary or involuntary medical withdrawal, leave of absence, or vacation break. The Student Conduct Code also applies to former students who committed violations of the Student Conduct Code during their time as a student.

## *L. Student Organization*

Any number of persons who have created a group or organization which has met NYFA’s requirements of recognition.

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## *M. Support Person*

Any individual accompanying a student during any stage of the student conduct procedures. The Support Person may be any person, including an advocate, attorney, interpreter, friend, parent, NYFA staff, or NYFA faculty member who is not otherwise affiliated with the investigation. The role of Support Person is only to provide support. The Support Person is not permitted to speak on behalf of the student or participate in any meeting or proceeding that is part of the student conduct procedures and may not in any way disrupt any meeting or proceeding.

## *N. Witness*

Any person that may have information relevant to a case under review through the student conduct procedures. A “witness” may participate in student conduct procedures in person, by video, audio, or other forms of electronic communication, or through a written statement prepared for the purposes of a student conduct procedure.

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**ADDENDUM #2:  
SEXUAL MISCONDUCT POLICY**

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**Explanation of Revision:** Minor revisions addressed, typos corrected, added the new LA campus Associate Dean of Students position as well as the newest member to join the LA campus counseling services team.

Please see below the revised Sexual Misconduct Policy catalog entry.

# NEW YORK FILM ACADEMY

COLLEGE OF VISUAL AND PERFORMING ARTS

## SEXUAL MISCONDUCT POLICY

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### *Introduction*

The New York Film Academy (NYFA) is committed to creating and maintaining a learning, living, and working environment free of sexual and interpersonal violence, where healthy, respectful, and consensual conduct represents the campus cultural norm.

For the purposes of this Policy, sexual and interpersonal violence is referred to as sexual misconduct and includes any act of sex-based discrimination, sexual harassment, sexual assault, stalking, sexual battery, sexual exploitation, dating violence or domestic violence that does not fall under “covered sexual harassment” or within NYFA’s educational program or activity per the Final Rule under the Title IX of the Education Amendments of 1972, *See*, [85 Fed. Reg. 30026](#) (May 19, 2020).

Consistent with this commitment and complying with all applicable laws and governmental regulations, this Policy establishes a standard of **zero** tolerance for sexual misconduct in all its forms. NYFA will promptly respond in a fair and impartial manner to all allegations of sexual misconduct, provide assistance and support to those affected, and take appropriate disciplinary action upon finding a violation of this Policy.

### *What is the Purpose of the Sexual Misconduct Policy?*

Prior to August 14, 2020, NYFA’s Sex-Based Discrimination and Sexual Misconduct Policy was used to investigate and resolve all complainants of a sex-based discrimination and sexual misconduct experienced by a member of the NYFA community, regardless of when or where the alleged conduct occurred. This Policy was written and enforced in accordance with Title IX of the Education Amendments of 1972, prior to the effective date of the Final Rule on August 14, 2020.

On May 19, 2020, the U.S. Department of Education issued a Final Rule under Title IX of the Education Amendments of 1972 that:

- Defines the meaning of “sexual harassment” (including forms of sex-based violence)
- Addresses how NYFA **must** respond to reports of misconduct falling within that definition of sexual harassment, and

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- Mandates a grievance process that NYFA **must** follow to comply with the law in these specific covered cases before issuing a disciplinary sanction against a person accused of sexual harassment.

NYFA created the **Title IX Grievance Policy and Procedure**, to comply with the Final Rule under Title IX of the Education Amendments of 1972. NYFA is committed to creating and maintaining a safe learning, living, and working environment, and responding to complaints of sexual harassment that do not meet the narrow standards defined under the Title IX Final Rule. This **Sexual Misconduct Policy** addresses the types of sex-based offenses constituting a violation of campus policy and the procedures for investigating and adjudicating those sex-based offenses that ***do not*** fall within the scope of NYFA's **Title IX Grievance Policy and Procedure**.

To the extent that alleged misconduct falls outside the Title IX Grievance Policy, or misconduct falling outside the Title IX Grievance Policy is discovered in the course of investigating sex-based discrimination, NYFA retains authority to investigate and adjudicate the allegations under the policies and procedures defined within this Sexual Misconduct Policy through these procedures.

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## THE SEXUAL MISCONDUCT POLICY

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### *General Rules of Application*

#### **Effective Date**

NYFA's Sexual Misconduct Policy will become effective on August 14, 2020, and will apply to alleged sexual misconduct which occurs on or after August 14, 2020. Alleged sexual misconduct that occurs prior to August 14, 2020 will be resolved through the policies or procedures in place at that time. This Sexual Misconduct Policy will not be applied retroactively.

#### **Policy Application**

This Sexual Misconduct Policy covers sexual misconduct that falls outside the Title IX Grievance Policy and Procedure, but covers sexual misconduct that would interfere with an individual's ability to equally access NYFA educational activities and programs, or for employees and staff, work activities. This Policy applies in its entirety to NYFA students, student groups, faculty, and staff.



The logo for the New York Film Academy is centered at the top of the page. It features the words "NEW YORK" in a large, bold, black, sans-serif font above the words "FILM ACADEMY" in a similar but slightly larger font. Below this, the text "COLLEGE OF VISUAL AND PERFORMING ARTS" is written in a smaller, bold, black, sans-serif font. The entire logo is enclosed within a red rounded rectangular border.

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This Policy shall govern the behavior of students, student groups, faculty, and staff on NYFA premises or facilities contracted by NYFA or under which NYFA has substantial control, at NYFA-sponsored events or activities, at NYFA-related activities that occur in-person or online, or at other off-campus or online locations if the reported conduct meets the definition of sexual misconduct defined within this Policy.

Reported acts of sexual misconduct that fall outside of NYFA's education program or activity, as defined in the Title IX Grievance Policy, may be adjudicated using this Policy, NYFA's Sexual Misconduct Policy. If the alleged sexual misconduct, as defined in this Policy, is reported to have occurred within NYFA's educational program or activity, NYFA's Title IX Policy and Grievance Procedure may be used.

This Policy, specifically the sections on information, resources, and procedures, also applies to third parties who report sexual misconduct they have allegedly experienced by a member of NYFA's community, and for members of the NYFA community who have allegedly experienced sexual misconduct by a third party. Although NYFA is at times limited in its control of third parties, the prohibited behaviors defined in this Policy describes the behavioral expectations NYFA holds for third parties.

This Sexual Misconduct Policy covers sexual misconduct that falls outside the Title IX Grievance Policy and Procedure. NYFA also prohibits other forms of discrimination, harassment, and retaliation. NYFA does not discriminate on the basis of sex or gender in its educational programs and activities, including admissions, financial aid, and/or other types of NYFA programs or NYFA-related activities. NYFA's policies and procedures outside of the Sexual Misconduct Policy and the Title IX Grievance Policy, including NYFA's Diversity and Non-Discrimination Policy, NYFA's Student Grievance Review & Resolution Process, NYFA's Student Code of Conduct, and NYFA's Employee Prohibition Against Harassment, Discrimination & Retaliation, address such conduct if a member of the NYFA community has experienced discrimination, harassment, or retaliation on the basis of race, ethnicity, nationality, disability, gender, age, sexual orientation, religion, political beliefs, military status, or any basis protected by law.

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## Non-Discrimination in Application

The requirements and protections of this Policy apply equally regardless of sex, sexual orientation, gender identity, gender expression, or other protected classes covered by federal or state law. All requirements and protections are equitably provided to individuals regardless of such status or status as a Complainant, Respondent, or Witness. Individuals who wish to file a complaint about the institution's policies or processes may contact the Department of Education's Office for Civil Rights:

### **Students, faculty, and staff at the New York City campus may contact:**

Office for Civil Rights U.S. Department of Education  
32 Old Slip, 26th Floor, New York, NY 10005-2500  
Telephone: 646-428-3900; Fax: 646-428-3843; TDD: 800-877-8339  
Email: [OCR.NewYork@ed.gov](mailto:OCR.NewYork@ed.gov)

### **Students, faculty, and staff at the Los Angeles campus may contact:**

Office for Civil Rights U.S. Department of Education  
50 United Nations Plaza, San Francisco, CA, 94102  
Telephone: 415-486-5555; Fax: 415-486-5570; TDD: 800-877-8339  
Email: [OCR.SanFrancisco@ed.gov](mailto:OCR.SanFrancisco@ed.gov)

### **Students, faculty, and staff at the South Beach campus may contact:**

Office for Civil Rights U.S. Department of Education  
61 Forsyth St. S.W., Suite 19T10, Atlanta, GA, 30303-8927  
Telephone: 404-974-9406; Fax: 404-974-9471; TDD: 800-877-8339  
Email: [OCR.Atlanta@ed.gov](mailto:OCR.Atlanta@ed.gov)

# NEW YORK FILM ACADEMY

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## *Other Relevant NYFA Policies and Procedures*

- Title IX Grievance Policy and Procedure
- Student Code of Conduct
- Student Grievance and Resolution Process
- Employee Prohibition Against Harassment, Discrimination & Retaliation
- Employee Standards of Conduct
- Employee Grievance Policy

## *Definitions*

### **Affirmative Consent**

For the purposes of this Sexual Misconduct Policy, “affirmative consent” means a knowing, voluntary, and mutual decision among all participants to engage in sexual activity.

1. Consent can be given by words or actions, as long as those words or actions create clear permission regarding willingness to engage in sexual activity.
2. Silence or lack of resistance, in and of itself, does not demonstrate consent.
3. Consent to any sexual act or prior consensual sexual activity between or with any Party does not necessarily constitute consent to any other sexual act.
4. Consent is active, not passive, and cannot be assumed. If there is confusion or ambiguity, individuals need to stop sexual activity and communicate about each person’s willingness to continue.
5. Consent is required regardless of whether the person initiating the act is under the influence of drugs and/or alcohol.
6. Consent may be initially given but withdrawn at any time.
  - a. When consent is withdrawn or can no longer be given, sexual activity must stop.
7. Consent cannot be given when a person is incapacitated, which occurs when an individual lacks the ability to knowingly choose to participate in sexual activity.
  - a. Incapacitation may be caused by the lack of consciousness or being asleep, being involuntarily restrained, or if an individual otherwise cannot consent.

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- b. Depending on the degree of intoxication, someone who is under the influence of alcohol, drugs, or other intoxicants may be incapacitated and therefore unable to consent.
8. Consent cannot be given when it is the result of any coercion, intimidation, force, or threat of harm.

The definition of affirmative consent does not vary based on a participant's sex, sexual orientation, gender identity, gender expression or relationship status.

## **Definitions of Prohibited Conduct**

### **Sexual Misconduct**

For the purposes of this Sexual Misconduct Policy, sexual misconduct is a broad term encompassing any unwelcome and/or unwanted behavior of a sexual nature that is committed without consent, creates a hostile environment, and/or has the purpose or effect of threatening, intimidating, or coercing a person. Sexual misconduct may vary in severity and may consist of a range of behaviors or attempted behaviors. It can occur between strangers or acquaintances, including people involved in an intimate or sexual relationship. Sexual misconduct can occur between members of the same or different sex or gender.

#### *1. Sexual Assault*

For the purposes of this Sexual Misconduct Policy, sexual assault (as defined in the Clery Act), includes any sexual act directed against another person, without the consent of the victim, including instances where the victim is incapable of giving consent. This includes the penetration, no matter how slight, of the vagina or anus with any body part or object, or oral penetration by a sex organ of another person, without the consent of the victim.

#### *2. Dating Violence*

For the purposes of this Sexual Misconduct Policy, dating violence (as defined in the Violence Against Women Act (VAWA) amendments to the Clery Act), which includes any violence committed by a person:

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## COLLEGE OF VISUAL AND PERFORMING ARTS

- a. Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
- b. Where the existence of such a relationship shall be determined based on a consideration of the following factors:
  - i. The length of the relationship;
  - ii. The type of relationship,
  - iii. The frequency of interaction between the persons involved in the relationship.

### 3. *Domestic Violence*

For the purposes of this Sexual Misconduct Policy, domestic violence (as defined in the VAWA amendments to the Clery Act), which includes any felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under state domestic or family violence laws or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the state. For acts of domestic violence occurring at the New York campus, New York state law will apply; for the Los Angeles campus, California state law will apply; for the South Beach campus, Florida state law will apply.

### 4. *Stalking*

For the purposes of this Sexual Misconduct Policy, stalking (as defined in the VAWA amendments to the Clery Act), meaning engaging in a course of conduct directed at a specific person that would cause a reasonable person to:

- a. Fear for their safety or the safety of others; or
- b. Suffer substantial emotional distress.

Acts are considered stalking when there are two or more acts that include directly, indirectly, or through third parties, monitoring, observing, surveilling, threatening, or communicating to or about a person, or interfering with a person's property. These repeated acts cause the victim mental suffering or anguish that may (but does not necessarily) require medical or other professional treatment or counseling.

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#### 5. *Sexual Harassment*

For the purposes of this Sexual Misconduct Policy, sexual harassment is defined as unwelcome conduct of a sexual nature when:

- a. It is implicitly or explicitly suggested that submission to or rejection of the conduct will be a factor in academic or employment decisions, evaluations, or permission to participate in a NYFA activity; or
- b. The conduct is sufficiently severe, pervasive, and/or objectively offensive that it unreasonably interferes with, denies or limits an individual's ability to receive access to education.

The terms in this prohibited conduct are defined as follows:

- a. **Conduct of a sexual nature:** This includes conduct that is verbal, visual, or physical. Conduct of a sexual nature may either be explicitly sexual or may involve conduct that derives its sexual nature from the circumstance in which the conduct occurs or when combined with other conduct that occurs in a sexual context. Conduct does not need to express any sexual desire or be directed to a specific person and can include conduct that attempts to demean, control, or stereotype others on the basis of their sex.
- b. **Unwelcome conduct:** Conduct is considered "unwelcome" if, under the totality of the circumstances, it is 1) neither solicited nor incited, and 2) is regarded by the recipient as undesirable or offensive.
- c. **Objectively Offensive:** Conduct that would be offensive to reasonable persons under similar circumstances and with similar identities; considering the totality of the known circumstances.

#### 6. *Sex-Based Discrimination*

For the purposes of this Sexual Misconduct Policy, sex-based discrimination is defined as any act of discrimination on the basis of sex that creates a hostile learning, living, or working environment or limits an individual the ability to participate in or benefit from any NYFA educational programs. Sex-based discrimination includes any act of intimidation or hostility against an individual because of gender identity or sexual orientation.

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7. *Sexual Battery*

For the purposes of this Sexual Misconduct Policy, sexual battery is defined as any intentional sexual contact, however slight, with any body part or object, without consent. Sexual contact includes contact above or beneath clothing with the breasts, buttocks, genitals, or areas directly adjacent to genitals (for instance, the inner thigh); touching another with any of these body parts; making another touch someone or themselves with or on any of these body parts; or any other bodily contact in a sexual manner.

8. *Sexual Exploitation*

For the purposes of this Sexual Misconduct Policy, sexual exploitation is defined as taking non-consensual or abusive sexual advantage of another person for the benefit or advantage of anyone, other than the exploited party. Examples of sexual exploitation include, but are not limited to, the following:

- a. Causing or attempting to cause the incapacitation of another person to gain a sexual advantage
- b. Prostituting another person
- c. Non-consensual streaming, sharing, or recording of audio, video, or photography, or any type of distribution of such
- d. Engaging in sexual activity in the presence of a non-consenting third party
- e. Exposing genitals to a non-consenting third party or in a public area
- f. Watching others when they are naked or engaged in sexual activity without their consent
- g. Knowingly transmitting a sexually transmitted infection/disease to another individual without their consent
- h. Stealing of clothing

**Retaliation**

For the purposes of this Sexual Misconduct Policy, retaliation is defined as any adverse action taken against anyone for reporting, supporting, or assisting in the reporting and/or adjudication of any of the behaviors prohibited in this Policy, or against anyone perceived to be involved in any of these actions, whether or not the alleged conduct involves sexual misconduct. No person may intimidate, threaten, coerce, or discriminate against any individual because the individual has made a report or

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complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding or hearing under this Policy Retaliation is a violation of this policy whether or not the underlying complaint is found to be a violation of policy.

**Bad Faith Complaint of Sexual Misconduct**

Knowingly reporting a false allegation of sexual misconduct, making a false counter-complaint, or providing false information related to a complaint of sexual misconduct.

**Other Relevant Policy Definitions**

**Formal Complaint**

For the purposes of this Sexual Misconduct Policy, “Formal Complaint” means a document – including an electronic submission - filed by a Complainant with a signature or other indication that the Complainant is the person filing the Formal Complaint, or signed by the Title IX Coordinator, alleging sexual misconduct against a Respondent requesting initiation of the procedures consistent with this Sexual Misconduct Policy to investigate the allegation of sexual misconduct.

**Complainant**

For the purposes of this Sexual Misconduct Policy, Complainant means any individual who has reported being or is alleged to be the victim of conduct that could constitute covered sexual harassment as defined under this policy.

**Respondent**

For the purposes of this Sexual Misconduct Policy, Respondent means any individual who has been reported to be the perpetrator of conduct that could constitute covered sexual harassment as defined under this policy.





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### Privacy vs. Confidentiality

Consistent with the Title IX Grievance Policy, references made to “confidentiality” refer to the ability of identified confidential resources to not report crimes and violations to law enforcement or NYFA officials without permission, except for extreme circumstances, such as a health and/or safety

emergency or child abuse. For NYFA, the services and work product of NYFA’s licensed counselors in Counseling Services are confidential.

References made to “privacy” mean NYFA offices and employees who cannot guarantee confidentiality will maintain privacy to the greatest extent possible. Information provided to a non-confidential resource will be relayed only as necessary for the Title IX Coordinator to investigate, provide supportive measures, and/or seek a resolution.

### Student

A student is defined as any person enrolled in or registered for courses at NYFA, either full-time or part-time, pursuing a degree or certificate program. Persons who withdraw after allegedly violating this Policy, who are not officially enrolled for a particular term but who have a continuing relationship with NYFA, or who have applied for admission are considered students. Additionally, this Policy defines a student as a person who has previously been enrolled and is eligible to return following a voluntary or involuntary medical withdrawal, leave of absence, or vacation break. This Policy also applies to former students who committed violations of this Policy during their time as a student.

### Employee

Any person hired by NYFA to perform a job function as a faculty or staff.

### Student Group

A student group is defined as any number of persons from the NYFA community who have created a group or organization which:

1. Has satisfied the administrative procedures for recognition, or
2. Is functioning within NYFA’s community in the capacity of a student group.



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### Third Party

A third party is an individual who is not a NYFA student, faculty, or staff member. Third parties may be visitors and guests who enter NYFA property or a NYFA-sponsored event.

### Working Days

Working days are Monday through Friday, excluding all official holidays or NYFA campus closures.

### *Disability Accommodations*

This Policy does not alter any institutional obligations under federal disability laws including the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. The Complainant and Respondent (Parties) and Witnesses may request reasonable accommodations for disclosed disabilities to the Title IX Coordinator at any point before or during this Sexual Misconduct Policy that do not fundamentally alter the process or procedures. The Title IX Coordinator will not affirmatively provide disability accommodations that have not been specifically requested by the Parties or Witnesses, even where the Parties or Witnesses may be receiving accommodations in other institutional programs and activities.

### *Title IX Coordinators & Making a Report*

NYFA's Title IX Coordinators are responsible for carrying out the day-to-day responsibilities of enforcing this Sexual Misconduct Policy and the Title IX Grievance Policy. Responsibilities include coordination of training, education, communications about, and administration of the Policies, and assisting the Complainant and Respondent (Parties) in applying the appropriate NYFA policy to the alleged conduct. Title IX Coordinators collaborate with appropriate NYFA staff to implement supportive measures and help to effectively end sexual misconduct in a prompt and equitable manner.

Any person may report sexual misconduct (whether or not the person reporting is the person alleged to be the victim of conduct that could constitute sexual misconduct) in person, by mail, by telephone, or by electronic mail, using the contact information listed for the Title IX Coordinator, or by any other means that results in the Title IX Coordinator receiving the person's verbal or written report.

# NEW YORK FILM ACADEMY

COLLEGE OF VISUAL AND PERFORMING ARTS

## Contact Information for the Title IX Coordinator(s)

### New York Campus and Online Programs

Carlye Bowers

Director of Campus Life & Title IX Coordinator

17 Battery Place, 5th Floor, Suite 501

New York, NY 10004

[NYtitle9@nyfa.edu](mailto:NYtitle9@nyfa.edu)

[NY Title IX Online Reporting Tool](#)

212-674-4300, ext. 1121

### Los Angeles Campus

Sam Lingrosso

Associate Dean of Students & Title IX Coordinator

3300 Riverside Drive, Room 114

Burbank, CA 91505

[LAtitle9@nyfa.edu](mailto:LAtitle9@nyfa.edu)

[LA Title IX Online Reporting Tool](#)

818-333-3558, ext. 1143

### South Beach Campus

Carlye Bowers

Interim Title IX Coordinator

17 Battery Place, 5th Floor, Suite 501

New York, NY 10004

[SBtitle9@nyfa.edu](mailto:SBtitle9@nyfa.edu)

[SB Title IX Online Reporting Tool](#)

212-674-4300, ext. 1211

Reports may be made at any time (including during non-business hours) by using the campus-specific Title IX Office email address, using the campus-specific Title IX online reporting tool, or by mail to the office address listed for the campus-specific Title IX Offices.

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## *Confidential Reporting*

Student Complainants, Respondents, and Witnesses who want someone to talk to, but do not want to report the incident to NYFA, may have a conversation with the individuals on campus identified below who have a professional requirement to maintain confidentiality. The individuals on campus who are privileged and confidential resources when working in the following roles are listed below:

### **New York Campus - Counseling Services**

Jacquelyn Hunt, LCSW  
17 Battery Place, 1st Floor  
New York, NY 10004  
[Counseling@nyfa.edu](mailto:Counseling@nyfa.edu)  
212-674-4300

### **Los Angeles Campus - Counseling Services**

Stanley Tam, PsyD  
Kathia Rabelo, LMFT  
Laina Pauker, LCSW  
3300 W. Riverside Drive, 4th Floor  
Burbank, CA 91505  
[CounselingLA@nyfa.edu](mailto:CounselingLA@nyfa.edu)  
818-333-3558

### **South Beach Campus - Counseling Services**

Vivina Eglueta, PhD  
420 Lincoln Road, 3rd Floor  
Miami, FL 33139  
[SOBECounseling@nyfa.edu](mailto:SOBECounseling@nyfa.edu)  
305-318-7859

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COLLEGE OF VISUAL AND PERFORMING ARTS

Faculty and staff Complainants, Respondents, and Witnesses may seek confidential consultation through NYFA's Employee Assistance Program. Faculty and staff can log into their online Paycom account for information on how to access this program and/or contact Human Resources for more information.

There are certain circumstances under state and federal law that require or allow mental health professionals to break confidentiality, without consent if necessary. These include circumstances where there is serious danger to self or others, suspicion of child or elder abuse, or by court subpoena.

## Community Resources and National Hotlines

Students, faculty, and staff may also access confidential resources located throughout the state and local communities. These organizations and national hotlines can provide a variety of resources including crisis intervention services, counseling, medical attention, and assistance dealing with the criminal justice system.

### New York City

- Mount Sinai Beth Israel Victim Services Program: <https://www.mountsinai.org/locations/beth-israel/support/social-work/victim-services>
- New York State Domestic Hotline: <http://www.opdv.ny.gov/help/dvhotlines.html>
- Office for the Prevention of Domestic Violence: <http://www.opdv.ny.gov/help/index.html>
- Legal Momentum: <https://www.legalmomentum.org/>
- NYSCASA: <http://nyscasa.org/>
- NYSCADV: <http://www.nyscadv.org/>
- Anti-Violence Project: <http://www.avp.org>
- Safe Horizons: <http://www.safehorizon.org/>
- New York City Family Justice Centers: <http://www1.nyc.gov/site/ocdv/programs/family-justice-centers.page>

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COLLEGE OF VISUAL AND PERFORMING ARTS

## Los Angeles / Burbank

- Peace Over Violence: <https://www.peaceoverviolence.org>
- Strength United: <https://www.csun.edu/eisner-education/strength-united/services>
- Rape Treatment Center, UCLA Medical Center: [https://www.uclahealth.org/santa-  
monica/rape-treatment](https://www.uclahealth.org/santa-monica/rape-treatment)
- YWCA Los Angeles: <https://ywcagla.org/what-we-do/programs/sexual-assault/>
- YWCA Glendale, DV Project: <https://www.glendaleywca.org>
- Victim Assistance Program: <https://www.helpcrimevictims.org>
- Family Violence Program Burbank: <https://familyserviceagencyofburbank.org/>
- Rainbow Services: <http://rainbowservicesdv.org/>
- Jewish Family Services of Los Angeles: <https://www.jfsla.org>
- 1736 Family Crisis Center: <http://www.1736familycrisiscenter.org/>

## South Beach / Miami

- Victim Response Inc. The Lodge: <https://www.thelodgemiami.org>
- Florida Council Against Sexual Violence: <https://www.fcasv.org>
- Coordinated Victims Assistance Center: <https://casa-us.org/cvac-office/>
- The Florida Bar: <https://www.floridabar.org>
- Roxy Bolton Rape Treatment Center: <http://jacksonhealth.org/services-rape-treatment.asp>
- Kristi House: <http://www.kristihouse.org/>
- Help Miami: <https://jcsfl.org/services/helpline/>

## National Hotlines

- National Sexual Assault Hotline: 1-800-646-HOPE(4673)
- National Domestic Violence Hotline: 1-800-799-7233
- National Suicide Prevention Lifeline: 1-800-273-8255
- Rape Abuse and Incest National Network (RAINN): 1-800-656-4673

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COLLEGE OF VISUAL AND PERFORMING ARTS

## *Information on Reporting*

### **Timely Warnings**

When an incident of sexual misconduct is reported to NYFA and involves an alleged crime that constitutes a serious or active threat to the campus community, NYFA will evaluate each incident on a case-by-case basis to determine if a timely warning notice will be distributed to the community to protect the health and safety of the community, in a manner consistent with the requirements of the Clery Act. In these instances, NYFA will not release personally identifying information about persons involved in an incident, unless identification of a Respondent is required by the timely warning for the safety of the campus community or is required by law. In addition, Counseling Services (confidential resources at NYFA) may submit anonymous statistical information for Clery Act purposes, unless they believe it would be harmful to their client, patient, or student.

NYFA may also share non-personally identifying information about reports received in aggregate form, including data about outcomes and sanctions. All NYFA proceedings are conducted in compliance with the requirements of the Family Educational Rights and Privacy Act (FERPA), the Clery Act (as amended by VAWA), Title IX, state and local law, and NYFA policy.

### **Preserving Information**

Physical information such as receipts, text messages, pictures, videos, emails, Facebook posts or messages, Snapchats, or other social media posts may be helpful during an investigation. Complainants, Respondents, and Witnesses are encouraged to gather said information because they will have the opportunity to present it during the investigation process. It is recommended that all emails, text messages, and social media posts related to the complaint be preserved in their entirety, even if the decision to submit a Formal Complaint has yet to be made.

In incidents of sexual harassment, sexual assault, dating violence, domestic violence, or stalking, it is important to preserve evidence to aid in an institutional investigation, a legal process, and/or obtaining a protection order. Evidence may be collected whether or not a Complainant chooses to make a report to law enforcement. Evidence of violence such as bruising or other visible injuries following an incident of dating or domestic violence should be documented and preserved with photographic evidence. Evidence of bullying, stalking and sexual harassment, such as cyber communications, should also be preserved and not altered in any way.



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### **Reporting to Hospitals and Medical Professionals**

Seeking medical attention through emergency and follow-up services is recommended and can address physical well-being, health concerns, such as sexually transmitted diseases, and may provide a sexual assault forensic examination. While medical attention can be accessed at any medical facility, there are certain facilities that have specially-trained staff to conduct forensic exams. A forensic exam collects physical evidence, through vaginal and anal examinations, collections of fingernail scrapings and clippings, blood testing, etc., that may aid in an institutional investigation, a legal process, and/or the procurement of a protection order. A forensic exam may also test for and treat sexually transmitted diseases and pregnancy. The decision to obtain a forensic exam does not commit any individual to any course of action but does preserve the full range of options to seek resolution, if the individual chooses to in the future.

As time passes, evidence may dissipate or become unavailable, therefore it is recommended to obtain a sexual assault forensic exam as soon as possible following the alleged incident. Individuals are encouraged to not bathe, douche, smoke, use the toilet, or clean the location where the alleged incident occurred. Items that were worn during or sheets and towels used during the alleged incident should be placed in a paper bag and brought to the forensic exam.

NYFA does not have health or medical centers on its campuses. If a student, faculty, or staff member is in need of medical assistance, NYFA will not provide transportation from campus but may assist in securing transportation and may accompany an individual, if requested. The hospitals and medical centers listed below have the ability to conduct a sexual assault forensic examination:

#### **New York City**

Beth Israel Medical Center, Manhattan  
281 1st Avenue  
New York, NY 1000310 Nathan D Perlman Pl,  
212.420-2000

NYC Health + Hospitals/Gotham Health, Fort Greene, Brooklyn  
295 Flatbush Avenue Extension  
Brooklyn, New York 11201  
718-388-5889



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COLLEGE OF VISUAL AND PERFORMING ARTS

## Los Angeles/ Burbank

Lakeside Community Healthcare Urgent Care  
191 S Buena Vista St #150  
Burbank, CA 91505  
818-295-5920

Cedars-Sinai Medical Center  
8700 Beverly Blvd  
Los Angeles, CA 90048  
310-423-3277

Santa Monica-UCLA Medical Center  
Rape Treatment Center  
1250 16th Street  
Santa Monica, CA 90404  
424-259-7208

Keck Hospital - University of Southern California  
1500 San Pablo Street  
Los Angeles, CA 90033  
1-800-872-2273

## South Beach/ Miami

Jackson Memorial Hospital  
Roxy Bolton Rape Treatment Center  
1611 NW 12th Avenue  
Institute Annex, 1st Floor  
Miami, FL 33136  
305-585-7273

# NEW YORK FILM ACADEMY

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Nancy J. Cotterman Center  
Sexual Assault Treatment Center  
400 NE 4th Street  
Fort Lauderdale, FL 3301  
954-761-7273

## Reporting to Law Enforcement

Complainants have the option to report to law enforcement in lieu of or in addition to reporting to the Title IX Coordinator. Reporting to law enforcement may start a criminal investigation and adjudication within the criminal justice system, which is a separate process from this Policy. NYFA supports any Complainant who chooses to make a police report and encourages Complainants to contact the law enforcement agency in the city where the incident occurred. The Title IX Coordinator can assist the Complainant in locating the appropriate law enforcement agency. All Complainants will be informed of this reporting option and assured that the Title IX Coordinator will cooperate with any investigation to the extent possible under federal and local laws.

Students, faculty, and staff who want to make a police report in addition to, or in lieu of, reporting to NYFA may contact law enforcement directly by calling 911 for emergencies or:

- New York City Campus: New York Police Department, 1st Precinct, 212-741-4811
- Los Angeles Campus: Burbank Police Department, 818-238-3000
  - NYFA Security, 818-415-3837
- South Beach Campus: Miami Beach Police Department, 305-673-7900

If a Complainant obtains a restraining order or protection order against another individual, the Complainant should notify the appropriate NYFA office for reasonable accommodations. A student Complainant is encouraged to disclose that information to the Title IX Coordinator, Dean of Students, or Campus Dean so NYFA can assist in making reasonable accommodations. A faculty or staff Complainant is encouraged to share information of a restraining order or protection order with Human Resources, in addition to the Title IX Coordinator.

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# NEW YORK FILM ACADEMY

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The Title IX Coordinator or NYFA Security (LA) is available to assist individuals with obtaining a restraining order or protection order and assist law enforcement in effecting an arrest when an individual violates a restraining order or protection order. The Title IX Coordinator or NYFA Security (LA) is also available to help obtain more information about restraining orders or protection orders, specifically:

1. Answer questions about it, including information from the order about the Respondent's obligation to stay away from the person(s) seeking protection.
2. Explain the consequences for violating a restraining order or protection order, including but not limited to arrest, Student Conduct violations, Procedural Hold, or Administrative Leave.

### **Reporting to the Title IX Office**

NYFA encourages the campus community to report all incidents of sexual misconduct to the Title IX Coordinator. The Title IX Coordinator is available to address any concerns, answer questions about this Policy, or receive a complaint of sexual misconduct. Contact information for the Title IX Coordinators at each campus are located in the Title IX Coordinators section of this Policy (above).

To file a Formal Complaint, a Complainant must provide the Title IX Coordinator a written, signed complaint describing the facts alleged.

All NYFA employees (faculty and staff) shall report any allegations of conduct that may violate this Policy to the Title IX Coordinator, or a member of the Title IX Office, who may be able to address the violations. NYFA employees are encouraged to disclose all information, including the names of Parties, even when the person has requested anonymity. NYFA Counseling Services clinicians are able to keep information confidential, per licensing agreement regulations.

NYFA encourages prompt reporting to allow for the collection and preservation of evidence that may be helpful during an investigation or criminal proceeding. A delay in filing a complaint may limit the Title IX Coordinator's ability to respond.

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**COLLEGE OF VISUAL AND PERFORMING ARTS**

Students, faculty, and staff who report to NYFA will be advised of their right to:

1. Notify NYFA Security (LA), local law enforcement, and/or state police;
2. Have emergency access to a Title IX Coordinator or other appropriate official trained in interviewing victims of sexual assault who shall be available upon the first instance of disclosure by a reporting individual to provide information regarding options to proceed, and, where applicable, the importance of preserving evidence and obtaining a sexual assault forensic examination as soon as possible, and detailing that the criminal justice process utilizes different standards of proof and evidence and that any questions about whether a specific incident violated the penal law should be addressed to law enforcement or to the district attorney. The Title IX Coordinator or other appropriate official shall explain their abilities or limitations regarding confidentiality or privacy, and shall inform the reporting individual of other reporting options;
3. Privately disclose the incident to NYFA Counseling Services, who may offer confidentiality pursuant to applicable laws and can assist in obtaining services for reporting individuals;
4. Privately disclose the incident and obtain services from the state or local government;
5. Privately disclose the incident to NYFA staff who can offer privacy or confidentiality, as appropriate, and can assist in obtaining resources for reporting individuals;
6. File a report of sexual misconduct and the right to consult the Title IX Coordinator and other appropriate NYFA staff for information and assistance. Reports shall be investigated in accordance with this Policy and a reporting individual's identity shall remain private upon request;
7. Privately disclose, if the accused is a NYFA employee, the incident to the Director of Human Resources or designee or the right to request that a confidential or private employee assist in reporting to the Director of Human Resources or designee;
8. Receive assistance from the Title IX Coordinator or NYFA Security (LA) in initiating legal proceedings in family court or civil court; and
9. Withdraw a complaint or involvement at any time.

#### **Request for Anonymity or Not to Proceed**

A Complainant may request anonymity or ask that the Title IX Coordinator not pursue an investigation or take any other action. Such requests will be evaluated by the Title IX Coordinator. The Title IX Coordinator will determine whether the request can be honored and will determine the appropriate manner of resolution that is consistent with the Complainant's request to the degree

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possible. However, NYFA may need to take action to protect the health and safety of the Complainant and the campus community.

Requests for anonymity will be taken seriously, but cannot be guaranteed, as such requests may limit the Title IX Coordinator's ability to investigate and take reasonable action in response to a complaint. NYFA is committed to making reasonable efforts to protect the privacy of all individuals involved in the process and respect requests of Complainants. If the Title IX Coordinator determines that NYFA must proceed with an investigation despite the request of the Complainant, the Title IX Coordinator will notify the Complainant. The Complainant is not required to participate in the investigation, nor any subsequent actions taken by the institution.

Anonymity and non-investigation requests will be weighed against various factors, including but not limited to the following:

1. Whether the accused has a history of violent behavior or is a repeat offender;
2. Whether the incident represents escalation in unlawful conduct on behalf of the accused from previously noted behavior;
3. The increased risk that the accused will commit additional acts of violence;
4. Whether the accused used a weapon or force;
5. Whether the reporting individual is a minor; and
6. Whether NYFA possesses other means to obtain evidence such as security footage, and whether available information reveals a pattern of perpetration at a given location or by a particular group.

In all cases, the final decision as to whether, how, and to what extent NYFA will conduct an investigation and whether other measures will be taken, is at the sole discretion of the Title IX Coordinator.

### **Timeframe for reporting**

A complaint under this Sexual Misconduct Policy may be filed at any time, regardless of the length of time between the alleged incident and the decision to come forward. NYFA understands the sensitive nature of these incidents and acknowledges that many reports of sexual misconduct may be delayed.

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# NEW YORK FILM ACADEMY

COLLEGE OF VISUAL AND PERFORMING ARTS

NYFA encourages prompt reporting of allegations to allow for the collection and preservation of evidence that may be helpful during an investigation or criminal proceeding. Delay in filing a complaint may limit the Title IX Coordinator's ability to respond. If the complaint is delayed to the point where one of the Parties has graduated or is no longer employed, NYFA will still seek to meet its obligation under this Policy by taking reasonable action to end the misconduct, prevent its recurrence, and remedy its effects.

## **Documentation and Records Retention**

NYFA will create and maintain the following records for a period of seven (7) years: records of any actions, including any supportive measures, taken in response to a report or Formal Complaint of sexual misconduct; records of investigations, including any determination regarding responsibility and any audio or audiovisual recording(s) or transcript(s) created, any disciplinary sanctions imposed on the Respondent, and any remedies provided to the Complainant, Respondent, or Witnesses; any appeal and the result of that appeal; and any informal or alternative resolution, and the result of such resolution processes. Records may be kept longer than seven (7) years in cases with outcomes that include suspension, expulsion, or termination, in accordance with NYFA records policies. Records will be maintained in accordance with the privacy protections set forth in Title IX, Title VII, the Clery Act, FERPA, and applicable state law regarding the privacy of personnel records.

## **Amnesty for Students Who Report or Participate as Witnesses**

The health and safety of every student at NYFA is of utmost importance. NYFA recognizes that students who have been drinking and/or using drugs (whether such use is voluntary or involuntary) at the time that violence, including but not limited to domestic violence, dating violence, stalking, or sexual assault occurs may be hesitant to report such incidents due to fear of potential consequences for their own conduct. NYFA strongly encourages students to report domestic violence, dating violence, stalking, or sexual assault to the Title IX Coordinator. A bystander acting in good faith or a reporting individual acting in good faith that discloses any incident of domestic violence, dating violence, stalking, or sexual assault to NYFA or law enforcement will not be subject to NYFA's Student Code of Conduct for violations of alcohol and/or drug use policies occurring at or near the time of the domestic violence, dating violence, stalking, or sexual assault.

# NEW YORK FILM ACADEMY

COLLEGE OF VISUAL AND PERFORMING ARTS

## Student Bill of Rights

During the process outlined within this Policy, Complainants and Respondents are afforded specific procedures that provide them the right(s) to:

1. Make a report to local law enforcement and/or state police;
2. Have disclosures of domestic violence, dating violence, stalking, and sexual assault treated seriously;
3. Make a decision about whether or not to disclose a crime or violation and participate in the judicial or conduct process and/or criminal justice process free from pressure by the institution;
4. Participate in a process that is fair, impartial, and provides adequate notice and a meaningful opportunity to be heard;
5. Be treated with dignity and to receive from NYFA courteous, fair, and respectful health care and counseling services, where available;
6. Be free from any suggestion that the reporting individual is at fault when these crimes and violations are committed, or should have acted in a different manner to avoid such crimes or violations;
7. Describe the incident to as few NYFA representatives as practicable and not be required to unnecessarily repeat a description of the incident;
8. Be protected from retaliation by NYFA, any student, the accused and/or the Respondent, and/or their friends, family and acquaintances within the jurisdiction of NYFA;
9. Have access to at least one level of appeal of a determination;
10. Be accompanied by an Advisor of their choice who may assist and advise a reporting individual, accused, or respondent throughout the judicial or conduct process including during all meetings and hearings related to such process; and
11. Exercise civil rights and practice of religion without interference by the investigative, criminal justice, or judicial or conduct process of NYFA.

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## *Supportive and Protective Measures*

### **Supportive Measures**

When a student, faculty, or staff member reports to the Title IX Coordinator that they have experienced sexual misconduct, whether the incident(s) occurred on or off campus, the Title IX Coordinator will provide written information that identifies existing counseling, health, mental health, victim advocacy, legal assistance, visa and immigration assistance, and other services available on campus and within the community. The written notification will also describe options for available assistance in - and how to request changes to - academic, living, transportation, and working situations. Students, faculty, and staff may also contact the Title IX Coordinator to request information about the available options.

Complainants who report allegations that could constitute sexual misconduct under this Policy have the right to and shall be offered supportive measures from NYFA regardless of whether they desire to file a complaint. Students, faculty, and staff who are Complainants, Respondents, or Witnesses can make requests to the Title IX Coordinator, who will help identify available options, determine the best course of action, and coordinate effective implementation of supportive measures.

Supportive measures are non-disciplinary and non-punitive individualized services intended to restore or preserve access to NYFA's educational programming and activities, without disrupting the other individuals (Complainant, Respondent, or Witness); protect the safety of all individuals and the educational environment; and deter sexual misconduct. NYFA will maintain the confidentiality of supportive measures provided to the Complainant, Respondent, and Witnesses to the extent that maintaining such confidentiality will not impede the provisions of such supportive measures, and as permitted by law.

NYFA may provide the following options, temporarily or ongoing, if requested to the Title IX Coordinator and reasonably available:



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**COLLEGE OF VISUAL AND PERFORMING ARTS**

**Supportive measures for students, as appropriate, may include but are not limited to:**

1. Academic assistance: transferring to another section or class time slot, rescheduling an assignment or test, extensions of deadlines or other course-related adjustments, accessing academic support such as tutoring, arranging for incompletes, a leave of absence or withdrawal from course(s), preserving eligibility for financial aid, needs-based or talent-based discounts, or international student visas
2. Mental health services, such as counseling
3. Providing resources available for medical assessment, treatment, and crisis response
4. Change in housing: switching residence hall rooms or assistance in finding alternative third-party housing
5. Providing resources and options available for contacting law enforcement
6. Providing an escort for the student to move safely between NYFA classes and programs
7. Providing increased security and monitoring of certain areas of the campus
8. Transportation and parking assistance
9. Assistance in identifying additional resources off campus
10. No Contact Order (NCO)

**Supportive measures for faculty and staff members, as appropriate, may include but are not limited to:**

1. Change in the nature or terms of employment, such as adjustments to working schedule, change in supervisor, or taking a leave of absence
2. Mental health services through NYFA's Employee Assistance Program or through employee health insurance
3. Providing an escort for the employee to move safely between NYFA classes and programs
4. Providing increased security and monitoring of certain areas of the campus
5. Transportation and parking assistance
6. Assistance in identifying additional support resources
7. No Contact Order (NCO)



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### **Emergency Protective Measures**

When NYFA determines a need to enact Emergency Protective Measures for the safety of the institution and the members of the NYFA community, NYFA may enact a Procedural Hold for student Respondents or an Administrative Leave for employee Respondents.

### **Procedural Hold for Student Respondents**

NYFA retains the authority to remove a student Respondent from NYFA’s educational program or activity on an emergency basis, where NYFA (1.) undertakes an individualized safety and risk analysis, and (2.) determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of covered sexual harassment justifies a removal. For NYFA, this process is referred to as a Procedural Hold.

If the Title IX Coordinator or designee determines a Procedural Hold is necessary, the Respondent will be provided notice and an opportunity to challenge the decision immediately following the implementation of the Procedural Hold. A Procedural Hold may include exclusion from classes, or from specified NYFA activities, or from NYFA property.

1. Within twenty-four (24) hours after the imposition of the Procedural Hold, the Campus Dean or designee will review the information upon which the Procedural Hold was based. The Procedural Hold will stand unless the Campus Dean rescinds the Procedural Hold within twenty-four (24) hours of its imposition. If the Campus Dean rescinds the Procedural Hold, the action will be deemed vacated and every reasonable effort will be made to inform the Complainant and Respondent that the Procedural Hold is vacated.
  - a. Should the Procedural Hold be vacated, that will have no bearing on the Title IX Grievance proceedings arising from the conduct which prompted the Procedural Hold.
2. Upon imposition of the Procedural Hold, the Title IX Coordinator or designee will notify the Respondent of the allegations, the length and conditions of the Procedural Hold, and the opportunity for a review with the Campus Dean or designee to challenge the Procedural Hold.

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3. Review of the Procedural Hold will have scheduling priority. The Respondent may be accompanied by an Advisor. The Respondent may present information to contest the Procedural Hold, or to demonstrate that the Procedural Hold is unnecessary or that the conditions of the Procedural Hold should be modified. The Campus Dean is authorized to investigate the facts which prompted the Procedural Hold and may lift the Procedural Hold or modify its conditions. Within three (3) working days of the conclusion of the Procedural Hold review, the Campus Dean will determine:
  - a. If the Procedural Hold is necessary
  - b. If the conditions of the Procedural Hold should be modified

The result of the Procedural Hold review will have no bearing on this Sexual Misconduct Policy proceedings arising from the conduct which prompted the Procedural Hold.

#### **Administrative Leave for Employee Respondents**

NYFA retains the authority to remove an employee Respondent from NYFA’s educational program or activity on an emergency basis, where NYFA (1.)(a.) undertakes an individualized safety and risk analysis, and (b.) determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of covered sexual harassment justifies a removal, or (2.) a student’s access to NYFA’s educational program or activity is significantly impacted. For NYFA, this process is referred to as Administrative Leave.

If the Title IX Coordinator or designee determines an Administrative Leave is necessary, the Respondent will be provided notice and an opportunity to challenge the decision immediately following the implementation of the Administrative Leave. An Administrative Leave may include exclusion from employee responsibilities, or from specified NYFA activities, or from NYFA property.

1. Within twenty-four (24) hours after the imposition of the Administrative Leave, the Campus Dean or designee will review the information upon which the Administrative Leave was based. The Administrative Leave will stand unless the Campus Dean rescinds the Administrative Leave within twenty-four (24) hours of its imposition. If the Campus Dean rescinds the Administrative Leave, the action will be deemed vacated and every reasonable effort will be made to inform the Complainant and Respondent that the Administrative Leave is vacated.

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- a. Should the Administrative Leave be vacated, that will have no bearing on the Title IX Grievance proceedings arising from the conduct which prompted the Administrative Leave.
2. Upon imposition of the Administrative Leave, the Title IX Coordinator or designee will notify the Respondent of the allegations, the length and conditions of the Administrative Leave, and the opportunity for a review with the Campus Dean or designee to challenge the Administrative Leave.
3. Review of the Administrative Leave will have scheduling priority. The Respondent may be accompanied by an Advisor. The Respondent may present information to contest the Administrative Leave, or to demonstrate that the Administrative Leave is unnecessary or that the conditions of the Administrative Leave should be modified. The Campus Dean is authorized to investigate the facts which prompted the Administrative Leave and may lift the Administrative Leave or modify its conditions. Within three (3) working days of the conclusion of the Administrative Leave review, the Campus Dean will determine:
  - a. If the Administrative Leave is necessary
  - b. If the conditions of the Administrative Leave should be modified

The result of the Administrative Leave review will have no bearing on this Sexual Misconduct Policy proceedings arising from the conduct which prompted the Administrative Leave.

### ***Education & Prevention***

#### **Education and Prevention Programs**

In an effort to uphold the goals of this Policy and the Title IX Grievance Policy, NYFA conducts prevention and awareness training for students, faculty, and staff. NYFA engages in comprehensive, intentional, and integrated programming, initiatives, strategies, and campaigns intended to end dating violence, domestic violence, sexual assault, stalking, and all other forms of sexual misconduct. Our prevention and awareness training programs:

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1. Are culturally relevant, inclusive of diverse communities and identities, sustainable, responsive to community needs, and informed by research, or assessed for value, effectiveness, or outcome; and
2. Consider environmental risk and protective factors as they occur on the individual, relationship, institutional, community and societal levels.

Primary and ongoing prevention and awareness programming for students, faculty, and staff provides information regarding:

1. NYFA's prohibition of crimes of dating violence, domestic violence, sexual assault, and stalking and the types of behaviors that constitute said crimes,
2. What affirmative consent is and what it is not,
3. Safe and positive options for bystander intervention,
4. Risk reduction, and
5. Options and resources for victims of covered sexual harassment as defined under this Sexual Misconduct Policy.

## **Bystander Intervention**

Bystander intervention means safe and positive options that may be carried out by an individual or individuals to prevent harm or intervene when there is a risk of sexual assault, dating violence, domestic violence, or stalking. Bystander intervention includes recognizing situations of potential harm, understanding institutional structures and cultural conditions that facilitate violence, overcoming barriers to intervening, identifying safe and effective intervention options, and taking action to intervene.

Bystanders play a critical role in the prevention of sexual and relationship violence. They are individuals who observe violence or witness the conditions that perpetuate violence. They are not directly involved but have the choice to intervene, speak up, and prevent and interrupt an incident. We want to promote a culture of community accountability where bystanders are actively engaged in the prevention of violence without causing further harm.

Darley and Latane, the forefathers of bystander intervention, identified five stages that people move through when taking action in a problematic situation, See, [Journal of Personality and Social Psychology](#). These stages may not be linear.

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1. Notice potentially problematic situations
2. Identify when it's appropriate to intervene
3. Recognize personal responsibility for intervention
4. Know how to intervene
5. Take action to intervene

There are a range of actions NYFA community members can take to intervene and help de-escalate potential acts of violence. Once a potential problem has been identified, the following actions can be used to safely intervene:

1. Direct: Directly intervene and voice concern. For example, saying: “Are you okay?” “You look really upset.” “How can I help?”
2. Distract: Do something to create a distraction that discontinues the harmful behavior. For example: Spill a drink, ask for directions, tell the abuser their car is being towed.
3. Delegate: Ask for help and delegate the intervention to someone else.

Being an active bystander does not mean that personal safety should be compromised. There are a range of actions that are appropriate, depending on the individual intervening and the situation at hand. If safety is ever a concern, leave the situation and seek outside help (delegate) - that’s still bystander intervention!

## **Risk Reduction**

To reduce the likelihood that an individual may become the victim of sexual violence, there are risk reduction actions one may consider. Risk reduction means options designated to decrease perpetration and bystander inaction, and to increase empowerment for victims in order to promote safety and to help individuals and communities address conditions that facilitate violence.

With no intent to victim blame and recognizing that only abusers are responsible for their abuse, the following are some strategies to reduce one’s risk of sexual assault or harassment (taken from Rape, Abuse, & Incest National Network, [www.rainn.org](http://www.rainn.org)):

1. Be aware of your surroundings. Knowing where you are and who is around you may help you to find a way to get out of a bad situation.
2. Try to avoid isolated areas. It is more difficult to get help if no one is around.

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3. Walk with purpose. Even if you don't know where you are going, act like you do.
4. Trust your instincts. If a situation or location feels unsafe or uncomfortable, it probably isn't the best place to be.
5. Try not to load yourself down with packages or bags as this can make you appear more vulnerable.
6. Make sure your cell phone is with you and charged and that you have money for a taxi or ride-share.
7. Don't allow yourself to be isolated with someone you don't trust or someone you don't know.
8. Avoid putting music headphones in both ears so that you can be more aware of your surroundings, especially if you are walking alone.
9. When you go to a social gathering, go with a group of friends. Arrive together, check in with each other throughout the evening, and leave together. Knowing where you are and who is around you may help you to find a way out of a bad situation.
10. If you feel unsafe in any situation, trust your instincts. If you see something suspicious, contact law enforcement immediately (local authorities can be reached by calling 911 in most areas of the U.S.).
11. Don't leave your drink unattended while talking, dancing, using the restroom, or making a phone call. If you've left your drink alone, just get a new one.
12. Don't accept drinks from people you don't know or trust. If you choose to accept a drink, go with the person to the bar to order it, watch it being poured, and carry it yourself. At parties, don't drink from punch bowls or other large, common open containers.
13. Watch out for your friends, and vice versa. If a friend seems out of it, is too intoxicated, or is acting out of character, get your friend to a safe place immediately.
14. If you suspect you or a friend has been drugged, contact law enforcement immediately (local authorities can be reached by calling 911 in most areas of the U.S.). Be explicit with doctors so they can give you the correct tests (you will need a urine test and possibly others).
15. If you need to get out of an uncomfortable or scary situation here are some things that you can try:



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- a. Remember that being in this situation is not your fault. You did not do anything wrong, it is the person who is making you uncomfortable that is to blame.
  - b. Be true to yourself. Don't feel obligated to do anything you don't want to do. "I don't want to" is a good enough reason. Do what feels right to you and what you are comfortable with.
  - c. Have a code word with your friends or family so that if you don't feel comfortable you can call them and communicate your discomfort without the person you are with knowing. Your friends or family can then come to get you or make up an excuse for you to leave.
  - d. Lie. If you don't want to hurt the person's feelings it is better to lie and make up a reason to leave than to stay and be uncomfortable, scared, or worse. Some excuses you could use are: needing to take care of a friend or family member, not feeling well, having somewhere else that you need to be, etc.
16. Try to think of an escape route. Consider answering these questions about your surroundings: How would you get out of the room? Where are the doors? Windows? Are there people around who might be able to help you? Is there an emergency phone nearby?
17. If you and/or the other person have been drinking, you can say that you would rather wait until you both have your full judgment before doing anything you may regret later.

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## THE SEXUAL MISCONDUCT POLICY PROCEDURES

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### *Filing a Formal Complaint*

The timeframe for this Sexual Misconduct Policy begins with the filing of a Formal Complaint. The Sexual Misconduct Policy procedures will be concluded within a reasonably prompt manner, which may generally be within ninety (90) working days, after the filing of the Formal Complaint, provided that the proceedings may be extended for reasons including but not limited to, the absence of a Party, a Party's Advisor, or Witnesses; concurrent law enforcement activity; or the need for language assistance or for an accommodation of disabilities. The procedure for applying for extensions is described below.

To file a Formal Complaint, a Complainant must provide the Title IX Coordinator a written, signed complaint (an electronic signature is sufficient) describing, in as much detail as possible, the facts of any incident(s) which give rise to the filing of the complaint.



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Nothing in this Sexual Misconduct Policy prevents a Complainant from seeking the assistance of state or local law enforcement along with the appropriate on-campus process.

### *Receipt & Outreach*

Once an allegation has been reported or a Formal Complaint has been made, the Title IX Coordinator will contact the Complainant to explain their reporting options and resources on and off campus, supportive measures, and to extend an offer to meet in-person. This information is communicated through the individual's NYFA email address, or other reasonable means. It is the responsibility of Parties to maintain and regularly check their email accounts.

In addition, upon receipt of a report, NYFA may issue a timely warning to the campus community under the terms defined by the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act or (Clery Act).

The Title IX Coordinator may also refer the report to the Dean of Students, Director of Human Resources, or an appropriate NYFA Administrator if it is determined that the behavior does not fall under this Policy.

### *Intake*

Any individual who reports an allegation by a NYFA community member may make an appointment with the Title IX Coordinator by phone, email, or in person. This first meeting is called an intake and serves to provide an opportunity for the Title IX Coordinator to gather more information about the incident and assess the need for supportive measures. Supportive measures may be taken prior to an investigation or in the absence of an investigation. The Complainant may ask questions about this Policy and investigative process during intake. The Complainant may also bring an Advisor to intake. Translation services are offered, if requested and reasonably available.

### *Initial Assessment*

The Title IX Coordinator will determine if this Sexual Misconduct Policy should apply to a Formal Complaint.

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The Title IX Coordinator will assess if the allegation, even if substantiated, does or does not rise to the level of a policy violation, or may determine there is or is not sufficient information to investigate the matter. If the allegation does not rise to a policy violation, or if there is not sufficient information to investigate the matter, the Title IX Coordinator may dismiss the report and seek an alternative informal resolution. The Title IX Coordinator will inform the Complainant and provide rationale for the determination.

### **Dismissal of a Formal Complaint**

The Title IX Coordinator may dismiss a Formal Complaint brought under this Sexual Misconduct Policy, or any specific allegations raised within that Formal Complaint, at any time during the investigation:

1. If a Complainant notifies the Title IX Coordinator in writing that they would like to withdraw the Formal Complaint or any allegations raised in the Formal Complaint.
2. If specific circumstances prevent NYFA from gathering evidence sufficient to reach a determination regarding the Formal Complaint or allegations within the Formal Complaint.
3. If the allegation does not rise to the level of a violation of this Policy, or if there is not sufficient information to investigate the matter.

Upon reaching a decision that the Formal Complaint will be dismissed, NYFA will promptly send written notice of the dismissal of the Formal Complaint or any specific allegation within the Formal Complaint, and the reason for the dismissal, simultaneously to the Parties through their NYFA email accounts, or other reasonable means.

### **Multi-Party Situations**

NYFA may consolidate Formal Complaints alleging sexual misconduct against more than one Respondent, or by more than one Complainant against one or more Respondents, or by one Party against the other Party, where the allegations of sexual misconduct arise out of the same facts or circumstances.

### **Allegations Potentially Falling Under Two Policies**

If the alleged conduct includes conduct that would constitute sexual misconduct as defined in this Sexual Misconduct Policy and covered sexual harassment as defined in the Title IX Grievance Policy,



the Title IX Grievance Procedure will be applied in the investigation and adjudication of all of the allegations.

### **Pending Criminal Investigation and/or Proceeding**

NYFA is obligated to investigate any allegation of sexual misconduct in a timely, equitable manner, even if a criminal complaint has been filed with law enforcement. The fact-finding portion of NYFA's investigation may be temporarily delayed, at the request of a law enforcement agency.

### ***Informal Resolution***

Complainants and Respondents (Parties) may request at any time that the conduct reported under this Policy be addressed through informal resolution, even if the investigative process has been initiated. Informal resolution is designed to address the reported behavior, prevent reoccurrence, and remedy the effects without completing a formal investigation.

The Parties may elect to enter the informal resolution process at any time after the filing of the Formal Complaint through an informed written consent. This informed written consent will include all terms of the elected informal resolution, including a statement that any agreement reached through informal resolution is binding on the Parties.

No Party may be required to participate in informal resolution, and NYFA may never condition enrollment, employment, or enjoyment of any other right or privilege upon agreeing to informal resolution.

The Parties may elect to leave the informal resolution process at any point until the informal resolution process is concluded. If a Party elects to leave the informal resolution process, the formal resolution process may resume. The Parties reserve the right to request a formal resolution at any time until the informal resolution has concluded. In participating in the informal resolution process, the Parties understand that the timeframes governing the formal process temporarily cease and only recommence upon reentry into the formal process.

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**1. Determination to Approve Entry into Informal Resolution**

Even where the Parties agree to submit a matter to informal resolution, the Title IX Coordinator or other designated official may approve the decision to move the matter to the informal resolution process and may determine that informal resolution is not appropriate under the circumstances.

Factors that the Title IX Coordinator or other designated official may weigh in considering the appropriateness of the informal resolution process include, but are not limited to, the gravity of the allegations, whether there is an ongoing threat of harm to or the safety of students, faculty and staff, whether the Respondent is a repeat offender and whether the Parties are participating in good faith. This determination is not subject to appeal. Informal resolution processes may never be applied where the allegations include sexual assault.

Informal resolution is only permitted to address allegations of student-on-student sexual harassment, and is never allowed as an option to resolve allegations that an employee sexually harassed a student.

At any time after the commencement of the informal resolution process, the Title IX Coordinator or other designated officials may determine that the informal resolution process is not an appropriate method for resolving the matter and may require that the matter be resolved through the formal process. This determination is not subject to appeal.

**2. Role of the Facilitator**

Informal resolution processes are managed by Facilitators. Facilitators shall not have a conflict of interest or bias in favor of or against any Complainant or Respondent. The Facilitator may recuse themselves or be replaced if there is a conflict. The Title IX Coordinator may serve as the Facilitator, subject to these restrictions.

All Facilitators must have training in the definition of sexual misconduct under this Policy, the scope of NYFA's education program or activity, how to conduct informal resolution processes, and how to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, or bias.



### 3. Confidentiality

In entering the informal resolution process, the Parties shall agree that any testimony and evidence (including admissions of responsibility) they share or receive during the informal resolution process concerning the allegations of the Formal Complaint is confidential while the Parties are participating in the informal resolution process. No evidence concerning the allegations obtained within the informal resolution process may be disseminated to any person, provided that any Party to the informal resolution process may generally discuss the allegations under investigation with a parent, friend, Advisor, or other source of emotional support, or with an advocacy organization. Should the Parties withdraw from the informal resolution process, information disclosed or obtained for purposes of the informal resolution process may be incorporated into the formal investigation, provided that this information is disclosed and reviewed by the Parties under the procedures described in this Sexual Misconduct Policy.

### 4. Informal Resolution Options

NYFA offers the following informal resolution procedures for addressing Formal Complaints of sexual harassment covered under this Policy.

#### *a. Administrative Resolution*

Should the Parties mutually determine to enter the informal resolution process, and the Respondent elects to accept responsibility for the allegations of the Formal Complaint at any point during the informal resolution process, NYFA may administratively resolve the Formal Complaint.

Where the Respondent admits responsibility, the Parties will receive simultaneous written notification of the acceptance of responsibility, and the Title IX Coordinator or other designated official will convene to determine the Respondent's sanction and other remedies, as appropriate and consistent with institutional policies. The Parties will be given an opportunity to be heard at the sanctions hearing, including but not limited to the submission of impact statements, and the Parties may be accompanied by their Advisor, but questioning of Parties or Witnesses will not be permitted. The Parties will receive simultaneous written notification of the decision regarding sanctions and remedies, which may be appealed according to the process described below.

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*b. Mediation*

The purpose of mediation is for the Parties who are in conflict to identify the implications of a student’s actions and, with the assistance of a trained facilitator, identify points of agreement and appropriate remedies to address them. Either Party can request mediation to seek resolution; mediation will be used only with the consent of both Parties, who will be asked not to contact one another during the process. The Title IX Office will also review any request for mediation, and may decline to mediate based on the facts and circumstances of the particular case. Either Party has the right to terminate the mediation process and choose or resume another option for resolution at any time.

The mediation process will typically commence within ten (10) working days after the Title IX Office receives consent to mediate from both Parties, and will continue until concluded or terminated by either Party or the Title IX Office. During mediation, any potential investigation will halt, and calculations for time frames will be stayed. If the mediation results in a resolution, the disciplinary process will be concluded and the matter will be closed. If a resolution cannot be reached, the matter will be referred to the Campus Dean to re-evaluate other options for resolution, including investigation.

During mediation, a Facilitator will guide a discussion between the Parties. In circumstances where the Parties do not wish to meet face to face, either Party can request “caucus” mediation, and the Facilitator will conduct separate meetings. Whether or not the Parties agree to meet face to face, each Party will be permitted to bring an Advisor of their choice to any meetings who may be, but is not required to be, an attorney.

At the conclusion of the mediation, the Facilitator will memorialize the agreement that was reached between the Parties. The Title IX Office will monitor adherence to the proposed solution and close the matter when compliance is satisfactory.



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c. *Restorative Justice*

A restorative justice (“RJ”) Conference is a dialogue, facilitated by a trained NYFA employee intended to restore relationships and repair harm after a conflict has occurred. Both the responsible Party and the individuals affected by the conflict come together to identify what harm was caused and, collaboratively, determine how conflict and trust might be, respectively, resolved and repaired.

A Party may request to engage in RJ at any stage of the disciplinary process, however, restorative justice may not be an appropriate mechanism for all conflicts. To qualify for RJ, the student accused of wrongdoing must accept responsibility and express remorse for the harm that was caused. The harmed Party must also be willing to accept an apology offered by the student accused of wrongdoing. Additionally, all involved Parties must agree to and abide by measurable and timely actions within the scope of this Policy and directives. The Title IX Office will review any request for RJ, and may decline to initiate RJ based on the facts and circumstances of the particular case.

The RJ Conference proceeds only if all Parties agree to participate willingly. Upon doing so, the RJ process typically commences within ten (10) working days after the Title IX Office receives written agreements from all involved Parties. The conference will continue until the conference is successfully concluded or until the Title IX Office determines that the conference will not be successful. If successful, an agreeable resolution is reached by all involved Parties, at which time the process is concluded, and the matter is resolved. If a resolution cannot be reached, the matter will be referred to the Campus Dean to re-evaluate other options for resolution.

The Title IX Office will monitor the Parties’ adherence to their proposed solution and reserves the right to close the matter when compliance is satisfactory.

***Notice of Allegations***

If it is deemed by the Title IX Coordinator, or their designee, that this Sexual Misconduct Policy should apply to a Formal Complaint, the Title IX Coordinator will draft and provide the Notice of Allegations to any Party about the allegations of sexual misconduct. Such notice will occur as soon as practicable, after NYFA receives a Formal Complaint of the allegations, if there are no extenuating circumstances.

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The Parties will be notified by their NYFA email accounts if they are a student or employee, and by other reasonable means if they are neither.

NYFA will provide sufficient time for the Parties to review the Notice of Allegations and prepare a response before any initial interview.

### **Contents of Notice**

The Notice of Allegations will include the following:

1. Notice of NYFA’s Sexual Misconduct Policy, including any informal resolution process and a hyperlink to a copy of this Policy.
2. Notice of the allegations potentially constituting sexual misconduct, and sufficient details known at the time the Notice is issued, such as the identities of the Parties involved in the incident, if known, including the Complainant; the conduct allegedly constituting sexual misconduct; and the date and location of the alleged incident, if known.
3. Notice of the sanction or sanctions that may be imposed on the Respondent based upon the outcome of the proceedings.
4. A statement that the Respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the proceedings.
5. A statement that the Parties may have an Advisor of their choice, who may be, but is not required to be, an attorney.
6. A statement that before the conclusion of the investigation, the Parties may inspect and review evidence obtained as part of the investigation that is directly related to the allegations raised in the Formal Complaint, including the evidence upon which NYFA does not intend to rely in reaching a determination regarding responsibility, and evidence that both tends to prove or disprove the allegations, whether obtained from a Party or other source.
7. A statement that knowingly making false statements or submitting false information during the Sexual Misconduct Policy proceedings is a violation of this Policy.



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## Notice of Meetings and Interviews

NYFA will provide, to a Party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all investigative interviews or other meetings with a Party, with sufficient time for the Party to prepare to participate. Parties will be notified about, and provided sufficient time to review, any additional allegations that arise during the investigation.

## Role of an Advisor

NYFA will provide the Parties equal access to Advisors and support persons; any restrictions on Advisor participation will be applied equally.

An Advisor is an individual who may accompany a Complainant or Respondent during the investigative process. This includes interviews and meetings related to the appeals process. There may only be one Advisor in a meeting or other proceeding; however, that person does not need to be the same individual throughout the entire process. The Complainant and Respondent may have any individual of their choosing serve as their Advisor.

An Advisor is prohibited from participating directly in any meeting or other proceeding, including contacting the Title IX Coordinator and speaking on behalf of the individual they are supporting. The Title IX Coordinator has the authority to determine what constitutes appropriate behavior of an Advisor and may take reasonable steps to ensure compliance of this Policy. If it has been determined that the Advisor's participation is interfering with the investigation or other proceeding, the Advisor may be removed.

NYFA is not mandated to communicate with Advisors and will only communicate directly with the Complainant and Respondent. The investigation or other proceeding will not be unreasonably delayed to accommodate the schedule of an Advisor.

## Delay

Each Party may request a one-time delay of up to five (5) working days for good cause (granted or denied in the sole judgment of the Title IX Coordinator or designee) provided that the requestor provides reasonable notice and the delay does not overly inconvenience other Parties.

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For example, a request to take a five-day delay made an hour before a meeting for which multiple Parties have traveled to and prepared for shall generally not be granted, while a request for a five-day pause in the middle of investigation interviews to allow a Party to obtain certain documentary evidence shall generally be granted.

The Title IX Coordinator or designee shall have sole judgment to grant further extensions in the Procedure.

### **Conflicts of Interest**

NYFA is committed to fair, impartial, objective decisions in its investigative and adjudication processes. If any administrator involved in the investigation or adjudication of a complaint presents a conflict of interest, the Title IX Coordinator or designee will identify and appoint a different, trained administrator to carry out this Policy. The Title IX Coordinator will notify the Complainant and Respondent of any administrative changes to the investigation and adjudication processes. If a conflict of interest submission is denied, the Title IX Coordinator will provide reasoning, in writing, to the Complainant or Respondent who expressed concern.

A Complainant or Respondent must identify in writing, to the Title IX Coordinator, any real or perceived conflict of interest within three (3) working days of receiving notification on who has been designated as the Investigator and/or adjudicator. If the conflict of interest is the Title IX Coordinator, the Complainant or Respondent can identify any real or perceived interest, in writing, to the Campus Dean. The Title IX Coordinator will notify the Complainant and Respondent of the decision to appoint a different administrator or the reason for not moving forward with a different administrator. If a conflict of interest submission is denied, the Title IX Coordinator will provide reasoning, in writing, to the Complainant or Respondent who expressed concern.

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## *Investigation*

### **General Principles**

The Title IX Coordinator or Investigator will perform an investigation under a reasonably prompt timeframe of the conduct alleged to constitute sexual misconduct after issuing the Notice of Allegations. The Title IX Coordinator may serve as the Investigator, however the individual serving as the Investigator may not be the same individual who reviews the final Investigation Report or issues a determination of responsibility.

NYFA, and not the Parties, has the burden of proof and the burden of gathering evidence, i.e., the responsibility of showing a violation of this Policy has occurred. This burden does not rest with either Party, and either Party may decide not to share their account of what occurred or may decide not to participate in an investigation. This does not shift the burden of proof away from NYFA and does not indicate responsibility.

NYFA cannot access, consider, or disclose medical records without a waiver from the party (or parent, if applicable) to whom the records belong or of whom the records include information. NYFA will provide an equal opportunity for the Parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence, (i.e. evidence that tends to prove or disprove the allegations) as described below.

### **Fact-Finding**

The Title IX Coordinator and/or Investigator will meet separately with the Complainant, Respondent and identified Witnesses. To the extent possible, the Title IX Coordinator will interview the Complainant, Respondent, or Witnesses either in-person, or through a method like Skype or Zoom, to observe the demeanor and to assist in the determination of the credibility of all involved Parties, including witnesses.

The Title IX Coordinator will ask the Parties for all information related to the allegations, including names of witnesses and documentation related to the incident, which may include documented communications between the Parties, receipts, photos, video, or other information relevant to the allegations.

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If a Complainant or Respondent is uncooperative and chooses not to participate in the fact-finding stage of the investigation, the Title IX Coordinator will continue with the investigation and adjudication process in their absence. Uncooperative Respondents are still subject to provisions under this Policy.

### **Information Collection**

Information, evidence, and material that is relevant to the alleged conduct will be collected and considered. The Title IX Coordinator will determine if information is relevant and whether information should be considered or excluded from an investigation. Additionally, expert witnesses may be obtained by the Title IX Coordinator to aid in the resolution of an investigation, or to help provide clarity about a scientific, technical, or professional matter.

Information that speaks to a Complainant's or Respondent's behavior or reputation that is not related to the conduct in question, otherwise known as character statements, will not be considered during an investigation.

A Complainant's, Respondent's, or Witness's prior sexual behavior will generally not be considered, unless it meets one of the two exceptions to the rape shield protections:

- a. Exception one: Sexual behavior is considered to prove that someone other than the Respondent committed the conduct alleged by the Complainant.
- b. Exception two: Specific incidents of the Complainant's prior sexual behavior with respect to the Respondent is considered to prove consent.

Note, the existence of a dating relationship or past sexual relations between Parties can never, by itself, be assumed to be an indicator of consent.

Information, evidence, and material obtained in the investigation that is determined in the reasoned judgment of the Title IX Coordinator not to be directly related to the allegations in the Formal Complaint will be included in the appendices to the Investigation Report.



## Information Review

At the conclusion of fact-finding, the Parties will have an equal opportunity to inspect and review the evidence obtained through the investigation. The purpose of the information review process is to allow each Party the equal opportunity to meaningfully respond to the evidence prior to conclusion of the investigation.

Evidence that will be available for the information review process will be any evidence that is directly related to the allegations raised in the Formal Complaint. It will include any:

1. Evidence that is relevant, even if that evidence does not end up being relied upon by NYFA in making a determination regarding responsibility;
2. Inculpatory or exculpatory evidence (i.e. evidence that tends to prove or disprove the allegations) that is directly related to the allegations, whether obtained from a Party or other source.

Exceptions to the above include all evidence which is privileged under federal or local state law (e.g., statements made to/from doctors, therapists, attorneys, student records or any item protected by Family Educational Rights and Privacy Act Regulations (FERPA)), evidence of prior sexual behavior unless it shows consent or that someone other than Respondent committed the alleged misconduct.

During the Information Review, the Complainant and Respondent each meet separately with the Title IX Coordinator. An Advisor may accompany the Complainant and Respondent to their respective meetings. The Complainant and Respondent can each bring a written statement to the Information Review, can share their responses to the information being reviewed, and will be given a reasonable deadline by which to request that the Title IX Coordinator gather additional relevant information, if applicable in the form of:

1. Requests for additional documentation from witnesses
2. New witnesses
3. Additional documentation under the control of NYFA

Requests to gather additional information may be denied, if deemed irrelevant by the Title IX Coordinator.

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The Title IX Coordinator may ask questions during the Information Review, including questions submitted by the other party. The Title IX Coordinator may modify or exclude questions that they find to be unfairly prejudicial, confusing, argumentative, misleading, unnecessarily repetitive, not probative, or speak only to a Party’s character or non-relevant prior sexual behavior.

Any new relevant and substantive information and/or materials provided by either Party will be shared with the other Party by the Title IX Coordinator. The Title IX Coordinator will schedule additional Information Review meetings to allow each Party to respond to the new information.

Additional information, such as new witnesses or materials, will not be considered unless it is shown by the providing Party that the witnesses or materials were unknown or unavailable to the Party prior to the initial Information Review.

The Title IX Coordinator may record Information Reviews through audio, audio-visual, or written notes. Any recordings will be property of NYFA. Complainants, Respondents, or Advisors may take their own written notes; however, they may not record, share, or stream any photography, video, or audio of the Information Review. Additionally, Respondents and Complainants may request to review the official recordings of their or the other Party’s Information Review under the supervision of the Title IX Coordinator or designee.

The Parties and their Advisors must sign an agreement to respect the privacy of the Parties, the confidentiality of the proceedings, and not to disseminate any of the evidence subject to inspection and review or use such evidence for any purpose unrelated to this Sexual Misconduct Policy proceedings.

### **Investigation Report**

After Information Reviews have concluded, the Title IX Coordinator will prepare the Investigation Report that fairly summarizes relevant evidence. The Title IX Coordinator will prepare the report promptly and make it available to the Complainant and Respondent (Parties when requested). The Title IX Coordinator will notify the Parties if an extension of this timeline is necessary.

The Investigation Report is not intended to catalog all evidence obtained by the Investigator, but only to provide a fair summary of that evidence. Only relevant evidence (including both inculpatory and exculpatory – i.e. tending to prove and disprove the allegations - relevant evidence) will be referenced in the Investigation Report.

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The Investigation Report will include an analysis of all disputed information identified throughout the process, an analysis of policy, and conclusion of whether or not there is a preponderance of evidence that the Respondent violated NYFA policy.

The Investigator may redact irrelevant information from the Investigation Report when that information is contained in documents or evidence that is/are otherwise relevant.

### *Determination Regarding Responsibility*

#### **Decision-Making**

The Title IX Coordinator or Investigator will send the Investigation Report, for review, to a trained Decision-maker. For NYFA, this may be a Title IX Coordinator at one of NYFA's other campuses. For example, if an Investigation Report is prepared by NYFA LA, the NYFA LA Title IX Coordinator may send the Investigation Report to the Title IX Coordinator at NYFA NY for review.

The Decision-maker will make a determination regarding the Respondent's responsibility for violations of NYFA policy and will make a determination about sanctioning.

The Decision-maker will make a determination of responsibility based upon evidence gathered throughout the process.

Where a Respondent faces a potentially severe sanction (such as a lengthy suspension or expulsion for a student, or termination for an employee) and if the determination depends on the credibility of involved Parties or Witnesses, then:

1. The Decision-maker shall have the ability to observe live, either in person or by other means, such as through a method like Skype or Zoom, the demeanor of those Parties and/or Witnesses in deciding which Parties and/or Witnesses are more credible.
2. The Decision-maker shall allow for the opportunity for the Parties to cross-examine each other and/or Witnesses, either directly through an advisor, or indirectly by the Decision-maker. The Decision-maker has the discretion to omit questions that are irrelevant, inflammatory, or argumentative. The cross-examination may occur at a forum in which the Parties and/or Witnesses appear in person or by other means, such as through a method like Skype or Zoom, so that the Decision-maker can independently find facts and make credibility assessments.



The possible outcomes for an alleged violation are:

1. Responsible
2. Not responsible
3. Inconclusive

### **Standard of Proof**

NYFA uses the preponderance of the evidence standard for investigations and determinations regarding responsibility of Formal Complaints covered under this Policy. Preponderance of evidence means that a decision of responsibility for a policy violation will be made if it is more likely than not that a violation occurred. The totality of the information gathered during the investigation will be used to determine the preponderance of evidence.

### **General Considerations for Evaluating Evidence**

While the opportunity for information review is required in all Sexual Misconduct Policy proceedings, determinations regarding responsibility may be based in part, or entirely, on documentary, audiovisual, and digital evidence, as warranted in the reasoned judgment of the Title IX Coordinator. Formal rules of evidence, such as those applied in criminal or civil court, may be used as guidelines by the Decision-maker but are not controlling for this Policy.

#### **1. Credibility**

Title IX Coordinator shall not draw inferences regarding a Party or Witness' credibility based on the Party or Witness' status as a Complainant, Respondent, or Witness, nor shall it base its judgments in stereotypes about how a Party or Witness would or should act under the circumstances.

Generally, credibility judgments should rest on the demeanor of the Party or Witness, the plausibility of their statements, the consistency of their statements, and their reliability in light of corroborating or conflicting testimony or evidence.

Still, credibility judgments should not rest on whether a Party's or Witness's statements are non-linear or incomplete, or if the Party or Witness is displaying stress or anxiety.



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Where a Party’s or Witness’s conduct or statements demonstrate that the Party or Witness is engaging in retaliatory conduct, including but not limited to witness tampering and intimidation, the Title IX Coordinator may draw an adverse inference as to that Party’s or Witness’s credibility.

**2. Weight of Statements**

Title IX Coordinator will afford the highest weight relative to other information to first-hand accounts by Parties and Witnesses regarding their own memory of specific facts that occurred. Both inculpatory and exculpatory (i.e. tending to prove or disprove the allegations) evidence will be weighed in equal fashion.

A Witness’s testimony regarding third-party knowledge of the facts at issue will be allowed, but will generally be accorded lower weight than accounts regarding direct knowledge of specific facts that occurred.

**3. Expert Witnesses**

NYFA allows Parties to call upon “expert witnesses.” While the expert witness will be allowed to submit information and will be subject to questioning, the Title IX Coordinator will afford lower weight to non-factual accounts of the expert relative to fact witnesses, and any expert account that is not directed to the specific facts that occurred in the case will be afforded lower weight relative to fact witnesses, regardless of whether the expert witness is the subject of questioning and regardless of whether all Parties present experts as witnesses.

**Presumption of Innocence**

NYFA applies the presumption of innocence principle to all Respondents involved in an investigation. Meaning, a Respondent is considered not responsible until determined responsible through NYFA’s investigation and adjudication process.

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### *Determination Regarding Sanctioning*

#### **Mitigating and Aggravating Factors**

When making a determination about sanctioning, the Decision-maker may assess mitigating and aggravating factors including but not limited to:

1. Sanctions previously imposed by NYFA for the same or similar violation.
2. Severity of the offense, and the harm, or potential harm to the NYFA community or member of the campus community.
3. The actual or potential consequences of the behavior in question.
4. The Respondent's past disciplinary record.
5. The Respondent's age or grade level, as the expectation of awareness of the inappropriateness and consequences of the Respondent's behavior may be impacted by the Respondent's maturity or experience in the NYFA community.
6. Use of force, weapons, foreign objects, coercion, intimidation, threats, humiliation.
7. Serious physical injury and/or intent to cause physical injury.
8. Premeditated behavior, planning, and/or predatory behavior.
9. Violation of disciplinary sanctions, including disciplinary probation, suspension, no contact directives, and/or interference with emergency protective measures.

#### **Sanctioning for Students**

One or more of the following sanctions or additional actions may be imposed on students for Policy violations:

##### **1. Warning**

- a. Notice to the student that a violation of NYFA policies or regulations has occurred and that continued or repeated violations of NYFA policies or regulations may be cause for further disciplinary action.
- b. A warning carries no transcript notation.

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**2. Disciplinary Probation**

- a. A status imposed for a specific period of time in which a student must demonstrate conduct that abides by NYFA’s policies and expectations. Conditions restricting the student’s privileges or eligibility for NYFA activities may be imposed. A temporary transcript notation may accompany the probationary period. Further misconduct during the probationary period or violation of any conditions of the probation may result in additional disciplinary action, including but not limited to, suspension or expulsion.
- b. Disciplinary probation carries a temporary transcript notation that is only noted on the student’s transcript during the duration of the disciplinary probation. When the disciplinary probation period concludes, the transcript notation is removed.

**3. Deferred Suspension**

- a. A status imposed for a specific period of time in which the student must successfully complete conditions outlined by the Title IX Coordinator and/or may be a period in which suspension from NYFA is deferred or delayed until a later date. Further violations of NYFA’s policies, or failure to complete any assigned conditions may result in additional disciplinary action including, but not limited to, suspension or expulsion.
- b. Deferred suspension carries a temporary transcript notation that is only noted on the student’s transcript during the duration of the deferred suspension. When the deferred suspension period concludes, the transcript notation is removed.

**4. Suspension**

- a. Suspension is the termination of a student’s status for a specified period of time, including the remainder of an academic term or for several academic terms. Suspension may take effect at such time as the Title IX Coordinator determines.
- b. A suspended student will be ineligible to enroll in any NYFA courses at any NYFA campuses during the period of suspension. A suspended student may be prohibited from entering specified areas, or all areas, of NYFA property.
- c. During the period of suspension, the Title IX Coordinator may place a hold on the student’s NYFA records which may prevent the student from registering, obtaining transcripts, verifications, or receiving a degree from NYFA.

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- d. Further violations of NYFA’s policies or expectations, or failure to complete any assigned conditions may result in additional disciplinary action including but not limited to further suspension or expulsion.
- e. After the period of Suspension, the student will be reinstated if:
  - i. The student has complied with all conditions imposed as part of the suspension.
  - ii. The student is academically eligible.
  - iii. The student meets all requirements for reinstatement including, but not limited to, removal of Holds on records, and payment of restitution where payment is a requirement of reinstatement.
  - iv. The student meets the deadlines for filing all necessary applications, including those for readmission, registration, and enrollment.
  - v. Students are required to apply for readmission following a suspension of more than one academic term and must meet all requirements for readmission.
- f. Notations for Suspension may be permanent. A transcript notation for Suspension may be removed one year following the date Suspension has concluded. A notation may only be removed if a request is made, in writing, to the Title IX Coordinator, one year after the terms of Suspension have been met.

## 5. Deferred Expulsion

- a. A status imposed for a specific period of time in which the student must successfully complete conditions outlined by the Title IX Coordinator and/or may be a period in which expulsion from NYFA is deferred or delayed until a later date. Further violations of NYFA’s policies, or failure to complete any assigned conditions will result in additional disciplinary action including, but not limited to, immediate expulsion.
- b. Deferred expulsion carries a permanent transcript notation that indicates the duration of the deferred expulsion.

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## 6. Expulsion

- a. Expulsion is the permanent termination of a student's status. An expelled student will be ineligible to enroll in any NYFA courses at any NYFA campuses indefinitely. Expelled students may be prohibited from entering specified areas, or all areas of NYFA property, and/or may be excluded from NYFA activities.
- b. The student record of an expelled student may include a Hold on the student's NYFA records, which may prevent the student from registering, obtaining transcripts, verifications, or receiving a degree from NYFA.
- c. Expulsion carries a permanent transcript notation.

## 7. Revocation of Awarding Degree or Certificate

- a. If, after a degree or certificate has been awarded, a degree or certificate recipient is found responsible for a policy violation while the student was an enrolled student, the Title IX Coordinator may impose, as a sanction, a revocation of the degree or certificate, subject to the following procedures:
  - i. The Title IX Coordinator will submit a recommendation of revocation of the degree or certificate to the Campus Dean.
  - ii. A Notice of Intent to Revoke Degree or Certificate shall be sent to the student. This notice shall include the details of the violation and the basis for the revocation.
  - iii. The student may submit a written appeal of the revocation to the Campus Dean within ten (10) working days from the date of the Notice of Intent to Revoke Degree or Certificate. The imposition of the revocation of degree or certificate will be deferred until the conclusion of the appeal. The decision of the Campus Dean is final.

## 8. Educational Sanctions

- a. Educational sanctions are intended to help students learn from their decisions and reflect on what they want to get out of their educational experience. Educational sanctions may include, but are not limited to:

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- i. Reflective or research papers, presentations, or assignments
- ii. Community Service
- iii. Restitution
- iv. Participation in designated educational programs, services, or activities
- v. Letter of apology

## 9. Additional Actions

- a. Additional actions are intended to help repair any harm that resulted from a violation or protect the safety of the NYFA campus community. Additional actions may include, but are not limited to:
  - i. Exclusion from entering specified areas, or all areas, of NYFA property
  - ii. Loss of privileges and/or exclusion from NYFA activities

## 10. Limits on Sanctions

The loss of NYFA employment or removal from paid student positions will not be a form of sanction. However, when maintaining student status or good disciplinary standing is a condition of employment or the paid position, the loss of student status or good disciplinary standing will result in termination of the student's employment or removal from the paid student position.

### **Transcript Notations**

Students that are found responsible for a policy violation may receive a notation on their transcript indicating a sanction of either Disciplinary Probation, Suspension, or Expulsion. Notations for Disciplinary Probation are temporary, and only appear during the duration of Disciplinary Probation. Notations for Suspension may be permanent. Notations for Expulsion are permanent. If findings of responsibility are vacated, any such transcript notation will be removed.

A transcript notation for Suspension, may be removed one year following the date Suspension concluded. A notation may only be removed if a request is made, in writing, to the Title IX Coordinator, one year after the terms of Suspension have been met. Transcript notations for Expulsion may not be removed.

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Students who withdraw during an investigation may receive a notation on their transcript indicating the student withdrew with conduct charges pending.

### **Sanctioning for Employees**

One or more of the following sanctions or additional actions may be imposed on employees for Policy violations:

1. Subbing or rescheduling an instructor from their class assignment(s)
2. Replacing an instructor from their class assignment(s)
3. Counseling session regarding Policy expectations
4. Verbal Warning
5. Written Warning
6. Final Written Warning
7. Suspension of employment status
8. Termination of employment status

### ***Final Outcome***

#### **Final Outcome Letter**

The Decision-maker will notify both the Complainant and Respondent, in writing, of the finding(s), any imposed sanctions, and the rationale for the decision(s) via a Final Outcome Letter. This information is communicated through each Party's NYFA email account, or other reasonable means as necessary, and will include:

1. Identification of the allegations potentially constituting sexual misconduct;
2. A description of the procedural steps taken from the receipt of the Formal Complaint through the determination, including any notifications to the Parties, interviews with Parties and Witnesses, site visits, methods used to gather other evidence, and hearings held;
3. Findings of fact supporting the determination;
4. Conclusions regarding which section of this Policy, if any, the Respondent has or has not violated.
5. For each allegation:

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- a. A statement of, and rationale for, a determination regarding responsibility;
- b. A statement of, and rationale for, any disciplinary sanctions the recipient imposes on the Respondent; and
- c. A statement of, and rationale for, whether remedies designed to restore or preserve equal access to the recipient's education program or activity will be provided by the recipient to the Complainant; and

The recipient's procedures and the permitted reasons for the Complainant and Respondent to appeal, as described in the Appeal section (below).

Upon receiving the Final Outcome Letter, the Complainant and Respondent may request, in writing, a redacted copy of the Investigation Report.

## **Finality**

The determination regarding responsibility becomes final either on the date that NYFA provides the Parties with the written determination of the result of the appeal, if an appeal is filed consistent with the procedures and timeline outlined in the Appeals section (below), or if an appeal is not filed, the date on which the opportunity to appeal expires.

## ***Appeals***

Each Party may appeal:

1. The dismissal of a Formal Complaint or any included allegations, and/or;
2. A determination regarding responsibility and/or sanctions.

To appeal, a Party must submit their written appeal within five (5) working days of being notified of the decision, indicating the grounds for the appeal.

The limited grounds for appeal available are as follows:

1. Procedural irregularity that affected the outcome of the matter (i.e. a failure to follow NYFA's own procedures).
2. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter.



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3. The Title IX Coordinator or Investigator had a conflict of interest or bias for or against an individual Party, or for or against Complainants or Respondents in general, that affected the outcome of the matter.
4. The severity of the sanctions is unfair compared to the severity of the conduct for which the Respondent was found responsible.

The submission of appeal stays any sanctions for the pendency of an appeal. Supportive measures and remote learning opportunities remain available during the pendency of the appeal.

If a Party appeals, NYFA will notify the other Party in writing of the appeal, however the time for appeal shall be offered equitably to both Parties and shall not be extended for any Party solely because the other Party filed an appeal.

Appeals should be submitted electronically to the Title IX Coordinator, who will forward to the Appeals Decision-panel. Appeals will be decided by an Appeals Decision-panel, who will be free of conflict of interest and bias, and will not serve as Investigator or Title IX Coordinator in the same matter. The Appeals Decision-panel may be made up of one or more trained individuals.

The outcome of appeal will be provided in writing simultaneously to both Parties, and include rationale for the decision.

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**ADDENDUM #3: TITLE IX  
GRIEVANCE POLICY &  
PROCEDURE**

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**Explanation of Revision:** Minor revisions addressed, typos corrected, added the new LA campus Associate Dean of Students position as well as the newest member to join the LA campus counseling services team.

Please see below the Title IX Grievance Policy & Procedure catalog entry.



## TITLE IX GRIEVANCE POLICY & PROCEDURE

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### *Introduction*

The New York Film Academy (NYFA) is committed to creating and maintaining a learning, living, and working environment free of sex-based discrimination where healthy, respectful, and consensual conduct represents the campus cultural norm.

Consistent with this commitment and complying with all applicable laws and governmental regulations, this Policy establishes a standard of zero tolerance for sex-based discrimination in all its forms, as defined by the Final Rule under Title IX of the Educational Amendments of 1972. NYFA will promptly respond in a fair and impartial manner to all allegations of sex-based discrimination, provide assistance and support to those affected, and take appropriate disciplinary action upon finding a violation of this Policy.

### *What is the Purpose of the Title IX Grievance Policy and Procedure?*

Title IX of the Educational Amendments of 1972 prohibits any person in the United States from being discriminated against on the basis of sex in seeking access to any educational program or activity receiving federal financial assistance. The U.S. Department of Education, which enforces Title IX, has long defined the meaning of Title IX's prohibition on sex discrimination broadly to include various forms of sexual harassment and sexual violence that interfere with a student's ability to equally access NYFA's educational programs and opportunities.

On May 19, 2020, the U.S. Department of Education issued a Final Rule under Title IX of the Education Amendments of 1972 that:

- Defines the meaning of "sexual harassment" (including forms of sex-based violence)
- Addresses how NYFA **must** respond to reports of misconduct falling within that definition of sexual harassment, and
- Mandates a grievance process that NYFA **must** follow to comply with the law in these specific covered cases before issuing a disciplinary sanction against a person accused of sexual harassment.

Based on the Final Rule, NYFA will implement the following Title IX Grievance Policy and Procedure, effective August 14, 2020. See, [85 Fed. Reg. 30026](#) (May 19, 2020). The full text of the Final Rule and its extensive Preamble are available here: <http://bit.ly/TitleIXReg>

### ***How does the Title IX Grievance Policy and Procedure Impact Other Campus Disciplinary Policies?***

In recent years, “Title IX” cases have become a short-hand for any campus disciplinary process involving sex-based discrimination, including those arising from sexual harassment and sexual assault. But under the Final Rule, NYFA must narrow both the geographic scope of its authority to act under Title IX and the types of “sexual harassment” that it must subject to its Title IX investigation and adjudication process. ***Only*** incidents falling within the Final Rule’s definition of covered sexual harassment will be investigated pursuant to Title IX Rules and Regulations and, if appropriate, brought to a live hearing through the Title IX Grievance Policy defined below.

NYFA remains committed to addressing any violations of its policies, even those not meeting the narrow standards defined under the Title IX Final Rule addressed in **NYFA’s Title IX Grievance Policy and Procedure**. Specifically, **NYFA’s Student Code of Conduct** and **NYFA’s Employee Standards of Conduct** defines certain behavior as a violation of campus policy, also **NYFA’s Sexual Misconduct Policy** addresses the types of sex-based offenses constituting a violation of campus policy and the procedures for investigating and adjudicating those sex-based offenses that fall outside the scope of **NYFA’s Title IX Grievance Policy and Procedure**.

To the extent that alleged misconduct falls outside the Title IX Grievance Policy, or misconduct falling outside the Title IX Grievance Policy is discovered in the course of investigating covered Title IX misconduct, NYFA retains authority to investigate and adjudicate the allegations under the policies and procedures defined within the Sexual Misconduct Policy through a separate proceeding.

The process and procedures established in the Title IX Grievance Policy and Procedure under the Final Rule have no effect and are not applicable to any other NYFA policy for any violation of the Student Code of Conduct, Sexual Misconduct Policy, employment policies, or any civil rights violation except as narrowly defined in this Policy. However, if the alleged conduct includes conduct that would constitute covered sexual harassment and conduct that would not constitute covered sexual harassment, the Title IX Grievance Policy and Procedure will be applied in the investigation and adjudication of all of the allegations.

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## THE TITLE IX GRIEVANCE POLICY

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### *General Rules of Application*

#### **Effective Date**

NYFA's Title IX Grievance Policy will become effective on August 14, 2020, and will only apply to alleged covered sexual harassment which occurs on or after August 14, 2020. Alleged covered sexual harassment that occurs prior to August 14, 2020 will be resolved through the policies or procedures in place at that time. The Title IX Grievance Policy and Procedures will not be applied retroactively.

#### **Revocation by Operation of Law**

Should any portion of the Title IX Final Rule, [85 Fed. Reg. 30026](#) (May 19, 2020), be stayed or held invalid by a court of law, or should the Title IX Final Rule be withdrawn or modified to not require the elements of this Policy, this Policy, or the invalidated elements of this Policy, will be deemed revoked as of the publication date of the opinion or order and for all reports after that date, as well as any elements of the process that occur after that date if a case is not complete by that date of opinion or order publication. Should the Title IX Grievance Policy be revoked in this manner, any conduct covered under the Title IX Grievance Policy shall be investigated and adjudicated under the Sexual Misconduct Policy.

#### **Non-Discrimination in Application**

The requirements and protections of this Policy apply equally regardless of sex, sexual orientation, gender identity, gender expression, or other protected classes covered by federal or state law. All requirements and protections are equitably provided to individuals regardless of such status or status as a Complainant, Respondent, or Witness. Individuals who wish to file a complaint about NYFA's Policy or Procedure may contact the Department of Education's Office for Civil Rights:

#### ***Students, faculty, and staff at the New York City campus may contact:***

Office for Civil Rights U.S. Department of Education  
32 Old Slip, 26th Floor, New York, NY 10005-2500  
Telephone: 646-428-3900; Fax: 646-428-3843; TDD: 800-877-8339  
Email: [OCR.NewYork@ed.gov](mailto:OCR.NewYork@ed.gov)

#### ***Students, faculty, and staff at the Los Angeles campus may contact:***

Office for Civil Rights U.S. Department of Education  
50 United Nations Plaza, San Francisco, CA, 94102  
Telephone: 415-486-5555; Fax: 415-486-5570; TDD: 800-877-8339  
Email: [OCR.SanFrancisco@ed.gov](mailto:OCR.SanFrancisco@ed.gov)

***Students, faculty, and staff at the South Beach campus may contact:***

Office for Civil Rights U.S. Department of Education

61 Forsyth St. S.W., Suite 19T10, Atlanta, GA, 30303-8927

Telephone: 404-974-9406; Fax: 404-974-9471; TDD: 800-877-8339

Email: [OCR.Atlanta@ed.gov](mailto:OCR.Atlanta@ed.gov)

**Other Relevant NYFA Policies and Procedures**

- Sexual Misconduct Policy
- Student Code of Conduct
- Student Grievance and Resolution Process
- Employee Prohibition Against Harassment, Discrimination & Retaliation
- Employee Standards of Conduct
- Employee Grievance Policy

***Definitions***

**Covered Sexual Harassment**

For the purposes of the Title IX Grievance Policy, “covered sexual harassment” includes any conduct on the basis of sex that satisfies one or more of the following:

1. An employee conditioning educational benefits on participation in unwelcome sexual conduct (i.e., quid pro quo);
2. Unwelcome conduct that a reasonable person would determine is so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the educational institution’s education program or activity;
3. Sexual assault (as defined in the Clery Act), which includes any sexual act directed against another person, without the consent of the victim including instances where the victim is incapable of giving consent;
4. Dating violence (as defined in the Violence Against Women Act (VAWA) amendments to the Clery Act), which includes any violence committed by a person:
  - a. Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
  - b. Where the existence of such a relationship shall be determined based on a consideration of the following factors:
    - i. The length of the relationship;
    - ii. The type of relationship;
    - iii. The frequency of interaction between the persons involved in the relationship.

5. Domestic violence (as defined in the VAWA amendments to the Clery Act), which includes any felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under state domestic or family violence laws or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the state. For acts of domestic violence occurring at the New York campus, New York state law will apply; for the Los Angeles campus, California state law will apply; for the South Beach campus, Florida state law will apply.
6. Stalking (as defined in the VAWA amendments to the Clery Act), meaning engaging in a course of conduct directed at a specific person that would cause a reasonable person to:
  - a. Fear for their safety or the safety of others; or
  - b. Suffer substantial emotional distress.

Note that conduct that does not meet one or more of these criteria may still be prohibited under the Sexual Misconduct Policy.

### **Affirmative Consent**

For the purposes of the Title IX Grievance Policy and Procedure, “affirmative consent” means a knowing, voluntary, and mutual decision among all participants to engage in sexual activity.

1. Consent can be given by words or actions, as long as those words or actions create clear permission regarding willingness to engage in sexual activity.
2. Silence or lack of resistance, in and of itself, does not demonstrate consent.
3. Consent to any sexual act or prior consensual sexual activity between or with any Party does not necessarily constitute consent to any other sexual act.
4. Consent is active, not passive, and cannot be assumed. If there is confusion or ambiguity, individuals need to stop sexual activity and communicate about each person’s willingness to continue.
5. Consent is required regardless of whether the person initiating the act is under the influence of drugs and/or alcohol.
6. Consent may be initially given but withdrawn at any time.
  - a. When consent is withdrawn or can no longer be given, sexual activity must stop.
7. Consent cannot be given when a person is incapacitated, which occurs when an individual lacks the ability to knowingly choose to participate in sexual activity.



- a. Incapacitation may be caused by the lack of consciousness or being asleep, being involuntarily restrained, or if an individual otherwise cannot consent.
  - b. Depending on the degree of intoxication, someone who is under the influence of alcohol, drugs, or other intoxicants may be incapacitated and therefore unable to consent.
8. Consent cannot be given when it is the result of any coercion, intimidation, force, or threat of harm.

The definition of affirmative consent does not vary based on a participant's sex, sexual orientation, gender identity, gender expression or relationship status.

### **Education Program or Activity**

For the purposes of the Title IX Grievance Policy, NYFA's "education program or activity" includes:

1. Any on-campus premises.
2. Any off-campus premises that NYFA has substantial control over. This includes buildings or property owned or controlled by a recognized student organization.
3. Activity occurring within computer and internet networks, digital platforms, and computer hardware or software owned or operated by, or used in the operations of NYFA's programs and activities over which the New York Film Academy has substantial control.
4. Any locations, events, or circumstances in which NYFA exercises substantial control over both the Respondent and the context in which the covered sexual harassment occurs.

### **Formal Complaint**

For the purposes of the Title IX Grievance Policy, "Formal Complaint" means a document - including an electronic submission - filed by a Complainant with a signature or other indication that the Complainant is the person filing the Formal Complaint, or signed by the Title IX Coordinator, alleging sexual harassment against a Respondent about conduct within NYFA's education program or activity and requesting initiation of the procedures consistent with the Title IX Grievance Policy to investigate the allegation of covered sexual harassment.

### **Complainant**

For the purposes of the Title IX Grievance Policy, Complainant means any individual who has reported being or is alleged to be the victim of conduct that could constitute covered sexual harassment as defined under this Policy.

## **Respondent**

For the purposes of the Title IX Grievance Policy, Respondent means any individual who has been reported to be the perpetrator of conduct that could constitute covered sexual harassment as defined under this Policy.

## **Relevant Evidence and Questions**

Relevant evidence and questions refer to any questions and evidence that tends to make an allegation of sexual harassment more or less likely to be true.

“Relevant” evidence and questions do not include the following types of evidence and questions, which are deemed “irrelevant” at all stages of the Title IX Grievance Procedure:

Evidence and questions about the Complainant’s sexual predisposition or prior sexual behavior unless:

1. They are offered to prove that someone other than the Respondent committed the conduct alleged by the Complainant, or
2. They concern specific incidents of the Complainant’s prior sexual behavior with respect to the Respondent and are offered to prove consent. [34 C.F.R. § 106.45\(6\)\(i\)](#).

Evidence and questions that constitute, or seek disclosure of, information protected under a legally-recognized privilege.

Any Party’s medical, psychological, and similar records unless the Party has given voluntary, written consent. See, [85 Fed. Reg. 30026, 30294](#) (May 19, 2020).

## **Privacy vs. Confidentiality**

Consistent with the Sexual Misconduct Policy, references made to “confidentiality” refer to the ability of identified confidential resources to not report crimes and violations to law enforcement or NYFA officials without permission, except for extreme circumstances, such as a health and/or safety

emergency or child abuse. For NYFA, the services and work product of NYFA’s licensed counselors in Counseling Services are confidential.

References made to “privacy” mean NYFA offices and employees who cannot guarantee confidentiality will maintain privacy to the greatest extent possible. Information provided to a non-confidential resource will be relayed only as necessary for the Title IX Coordinator to investigate, provide supportive measures, and/or seek a resolution.

## Working Days

Working days are Monday through Friday, excluding all official holidays or NYFA campus closures.

## *Disability Accommodations*

This Policy does not alter any institutional obligations under federal disability laws including the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Parties may request reasonable accommodations for disclosed disabilities to the Title IX Coordinator at any point before or during the Title IX Grievance Procedure that do not fundamentally alter the Procedure. The Title IX Coordinator will not affirmatively provide disability accommodations that have not been specifically requested by the Parties, even where the Parties may be receiving accommodations in other NYFA programs and activities.

## *Making a Report Regarding Covered Sexual Harassment to NYFA*

Any person may report of covered sexual harassment (whether or not the person reporting is the person alleged to be the victim of conduct that could constitute covered sexual harassment), in person, by mail, by telephone, or by electronic mail, using the contact information listed for the Title IX Coordinator, or by any other means that results in the Title IX Coordinator receiving the person's verbal or written report.

### Contact Information for the Title IX Coordinator(s):

#### New York Campus and Online Programs

Carlye Bowers

Director of Campus Life & Title IX Coordinator

17 Battery Place, 5th Floor, Suite 501

New York, NY 10004

[NYtitle9@nyfa.edu](mailto:NYtitle9@nyfa.edu)

[NY Title IX Online Reporting Tool](#)

212-674-4300, ext. 1121

#### Los Angeles Campus

Sam Lingrosso

Associate Dean of Students & Title IX Coordinator

3300 Riverside Drive, Room 114

Burbank, CA 91505

[LAtitle9@nyfa.edu](mailto:LAtitle9@nyfa.edu)

[LA Title IX Online Reporting Tool](#)

818-333-3558, ext. 1143

### **South Beach Campus**

Carlye Bowers  
Interim Title IX Coordinator  
17 Battery Place, 5th Floor, Suite 501  
New York, NY 10004  
[SBtitle9@nyfa.edu](mailto:SBtitle9@nyfa.edu)  
[SB Title IX Online Reporting Tool](#)  
212-674-4300, ext. 1211

Such a report may be made at any time (including during non-business hours) by using the campus-specific Title IX Office email address, using the campus-specific Title IX online reporting tool, or by mail to the office address listed for the campus-specific Title IX Offices.

### **Confidential Reporting**

Student Complainants, Respondents, and Witnesses who want someone to talk to, but do not want to report the incident to NYFA, may have a conversation with the individuals on campus identified below who have a professional requirement to maintain confidentiality. The individuals on campus who are privileged and confidential resources when working in the following roles are listed below:

### **New York Campus - Counseling Services**

Jacquelyn Hunt, LCSW  
17 Battery Place, 1st Floor  
New York, NY 10004  
[Counseling@nyfa.edu](mailto:Counseling@nyfa.edu)  
212-674-4300

### **Los Angeles Campus - Counseling Services**

Stanley Tam, PsyD  
Kathia Rabelo, LMFT  
Laina Pauker, LCSW  
3300 W. Riverside Drive, 4th Floor  
Burbank, CA 91505  
[CounselingLA@nyfa.edu](mailto:CounselingLA@nyfa.edu)  
818-333-3558

### **South Beach Campus - Counseling Services**

Vivina Eglueta, PhD  
420 Lincoln Road, 3rd Floor  
Miami, FL 33139  
[SOBECounseling@nyfa.edu](mailto:SOBECounseling@nyfa.edu)  
305-318-7859

Faculty and staff Complainants, Respondents, and Witnesses may seek confidential consultation through NYFA's Employee Assistance Program. Faculty and staff can log into their online Paycom account for information on how to access this program and/or contact Human Resources for more information.

There are certain circumstances under state and federal law that require or allow mental health professionals to break confidentiality, without consent if necessary. These include circumstances where there is serious danger to self or others, suspicion of child or elder abuse, or by court subpoena.

### **Community Resources and National Hotlines**

Students, faculty, and staff may also access confidential resources located throughout the state and local communities. These organizations and national hotlines can provide a variety of resources including crisis intervention services, counseling, medical attention, and assistance dealing with the criminal justice system.

### **New York City**

- Mount Sinai Beth Israel Victim Services Program: <https://www.mountsinai.org/locations/beth-israel/support/social-work/victim-services>
- New York State Domestic Hotline: <http://www.opdv.ny.gov/help/dvhotlines.html>
- Office for the Prevention of Domestic Violence: <http://www.opdv.ny.gov/help/index.html>
- Legal Momentum: <https://www.legalmomentum.org/>
- NYSCASA: <http://nyscasa.org/>
- NYSCADV: <http://www.nyscadv.org/>
- Anti-Violence Project: <http://www.avp.org>
- Safe Horizons: <http://www.safehorizon.org/>
- New York City Family Justice Centers: <http://www1.nyc.gov/site/ocdv/programs/family-justice-centers.page>

### Los Angeles / Burbank

- Peace Over Violence: <https://www.peaceoverviolence.org>
- Strength United: <https://www.csun.edu/eisner-education/strength-united/services>
- Rape Treatment Center, UCLA Medical Center: <https://www.uclahealth.org/santa-monica/rape-treatment>
- YWCA Los Angeles: <https://ywcagla.org/what-we-do/programs/sexual-assault/>
- YWCA Glendale, DV Project: <https://www.glendaleywca.org>
- Victim Assistance Program: <https://www.help4crimevictims.org>
- Family Violence Program Burbank: <https://familyserviceagencyofburbank.org/>
- Rainbow Services: <http://rainbowservicesdv.org/>
- Jewish Family Services of Los Angeles: <https://www.jfsla.org>
- 1736 Family Crisis Center: <http://www.1736familycrisiscenter.org/>

### South Beach / Miami

- Victim Response Inc. The Lodge: <https://www.thelodgemiami.org>
- Florida Council Against Sexual Violence: <https://www.fcasv.org>
- Coordinated Victims Assistance Center: <https://casa-us.org/cvac-office/>
- The Florida Bar: <https://www.floridabar.org>
- Roxy Bolton Rape Treatment Center: <http://jacksonhealth.org/services-rape-treatment.asp>
- Kristi House: <http://www.kristihouse.org/>
- Help Miami: <https://jcsfl.org/services/helpline/>

### National Hotlines

- National Sexual Assault Hotline: 1-800-646-HOPE(4673)
- National Domestic Violence Hotline: 1-800-799-7233
- National Suicide Prevention Lifeline: 1-800-273-8255
- Rape Abuse and Incest National Network (RAINN) 1-800-656-4673

## *Non-Investigatory Measures Available Under the Title IX Grievance Policy*

### **Supportive Measures**

Upon receipt of a complaint, the Title IX Coordinator will provide written information that identifies existing counseling, health, mental health, victim advocacy, legal assistance, visa and immigration assistance, and other services available on campus and within the community. The written notification will also describe options for available assistance in - and how to request changes to - academic, living, transportation, and working situations. Students, faculty, and staff may also contact the Title IX Coordinator to request information about the available options.

Complainants who report allegations that could constitute sexual misconduct under this Policy have the right to and shall be offered supportive measures from NYFA regardless of whether they desire to file a complaint. Students, faculty, and staff who are Complainants, Respondents, or Witnesses can make requests to the Title IX Coordinator, who will help identify available options, determine the best course of action, and coordinate effective implementation of supportive measures.

Supportive measures are non-disciplinary and non-punitive individualized services intended to restore or preserve access to NYFA's educational programming and activities, without disrupting the other individuals (Complainant, Respondent, or Witness); protect the safety of all individuals and the educational environment; and deter covered sexual harassment. NYFA will maintain the confidentiality of supportive measures provided to the Complainant, Respondent, and Witnesses to the extent that maintaining such confidentiality will not impede the provisions of such supportive measures, and as permitted by law.

NYFA may provide the following options, temporarily or ongoing, if requested to the Title IX Coordinator and reasonably available:

#### **Supportive measures for students, as appropriate, may include but are not limited to:**

1. Academic assistance: transferring to another section or class time slot, rescheduling an assignment or test, extensions of deadlines or other course-related adjustments, accessing academic support such as tutoring, arranging for incompletes, a leave of absence or withdrawal from course(s), preserving eligibility for financial aid, needs-based or talent-based discounts, or international student visas
2. Mental health services, such as counseling
3. Providing resources available for medical assessment, treatment, and crisis response
4. Change in housing: switching residence hall rooms or assistance in finding alternative third-party housing
5. Providing resources and options available for contacting law enforcement
6. Providing an escort for the student to move safely between NYFA classes and programs

7. Providing increased security and monitoring of certain areas of the campus
8. Transportation and parking assistance
9. Assistance in identifying additional resources off campus
10. No Contact Order (NCO)

**Supportive measures for faculty and staff members, as appropriate, may include but are not limited to:**

1. Change in the nature or terms of employment, such as adjustments to working schedule, change in supervisor, or taking a leave of absence
2. Mental health services through NYFA's Employee Assistance Program or through employee health insurance
3. Providing an escort for the employee to move safely between NYFA classes and programs
4. Providing increased security and monitoring of certain areas of the campus
5. Transportation and parking assistance
6. Assistance in identifying additional support resources
7. No Contact Order (NCO)

### **Emergency Protective Measures**

When NYFA determines a need to enact Emergency Protective Measures for the safety of the institution and the members of the NYFA community, NYFA may enact a Procedural Hold for student Respondents or an Administrative Leave for employee Respondents.

### **Procedural Hold for Student Respondents**

NYFA retains the authority to remove a student Respondent from NYFA's educational program or activity on an emergency basis, where NYFA (1.) undertakes an individualized safety and risk analysis, and (2.) determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of covered sexual harassment justifies a removal. For NYFA, this process is referred to as a Procedural Hold.

If the Title IX Coordinator or designee determines a Procedural Hold is necessary, the Respondent will be provided notice and an opportunity to challenge the decision immediately following the implementation of the Procedural Hold. A Procedural Hold may include exclusion from classes, or from specified NYFA activities, or from NYFA property.

1. Within twenty-four (24) hours after the imposition of the Procedural Hold, the Campus Dean or designee will review the information upon which the Procedural Hold was based. The Procedural Hold will stand unless the Campus Dean rescinds the Procedural Hold within twenty-four (24) hours of its imposition. If the Campus Dean rescinds the Procedural Hold, the action will be



deemed vacated and every reasonable effort will be made to inform the Complainant and Respondent that the Procedural Hold is vacated.

- a. Should the Procedural Hold be vacated, that will have no bearing on the Title IX Grievance proceedings arising from the conduct which prompted the Procedural Hold.
2. Upon imposition of the Procedural Hold, the Title IX Coordinator or designee will notify the Respondent of the allegations, the length and conditions of the Procedural Hold, and the opportunity for a review with the Campus Dean or designee to challenge the Procedural Hold.
3. Review of the Procedural Hold will have scheduling priority. The Respondent may be accompanied by an Advisor. The Respondent may present information to contest the Procedural Hold, or to demonstrate that the Procedural Hold is unnecessary or that the conditions of the Procedural Hold should be modified. The Campus Dean is authorized to investigate the facts which prompted the Procedural Hold and may lift the Procedural Hold or modify its conditions. Within three (3) working days of the conclusion of the Procedural Hold review, the Campus Dean will determine:
  - a. If the Procedural Hold is necessary
  - b. If the conditions of the Procedural Hold should be modified

The result of the Procedural Hold review will have no bearing on the Title IX Grievance proceedings arising from the conduct which prompted the Procedural Hold.

### **Administrative Leave for Employee Respondents**

NYFA retains the authority to remove an employee Respondent from NYFA's educational program or activity on an emergency basis, where NYFA (1.)(a.) undertakes an individualized safety and risk analysis, and (b.) determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of covered sexual harassment justifies a removal, or (2.) a student's access to NYFA's educational program or activity is significantly impacted. For NYFA, this process is referred to as Administrative Leave.

If the Title IX Coordinator or designee determines an Administrative Leave is necessary, the Respondent will be provided notice and an opportunity to challenge the decision immediately following the implementation of the Administrative Leave. An Administrative Leave may include exclusion from employee responsibilities, or from specified NYFA activities, or from NYFA property.

1. Within twenty-four (24) hours after the imposition of the Administrative Leave, the Campus Dean or designee will review the information upon which the Administrative Leave was based. The Administrative Leave will stand unless the Campus Dean rescinds the Administrative Leave within twenty-four (24) hours of its imposition. If the Campus Dean rescinds the Administrative

Leave, the action will be deemed vacated and every reasonable effort will be made to inform the Complainant and Respondent that the Administrative Leave is vacated.

- a. Should the Administrative Leave be vacated, that will have no bearing on the Title IX Grievance proceedings arising from the conduct which prompted the Administrative Leave.
2. Upon imposition of the Administrative Leave, the Title IX Coordinator or designee will notify the Respondent of the allegations, the length and conditions of the Administrative Leave, and the opportunity for a review with the Campus Dean or designee to challenge the Administrative Leave.
3. Review of the Administrative Leave will have scheduling priority. The Respondent may be accompanied by an Advisor. The Respondent may present information to contest the Administrative Leave, or to demonstrate that the Administrative Leave is unnecessary or that the conditions of the Administrative Leave should be modified. The Campus Dean is authorized to investigate the facts which prompted the Administrative Leave and may lift the Administrative Leave or modify its conditions. Within three (3) working days of the conclusion of the Administrative Leave review, the Campus Dean will determine:
  - a. If the Administrative Leave is necessary
  - b. If the conditions of the Administrative Leave should be modified

The result of the Administrative Leave review will have no bearing on the Title IX Grievance Policy proceedings arising from the conduct which prompted the Administrative Leave.

### ***Information on Reporting***

#### **Timely Warnings**

When an incident of covered sexual harassment is reported to NYFA and involves an alleged crime that constitutes a possible threat to the campus community, NYFA will evaluate each incident on a case-by-case basis to determine if a timely warning notice will be distributed to the community in a manner consistent with the requirements of the Clery Act. NYFA will not release the name or identifying information about the Complainant.

#### **Documentation and Records Retention**

NYFA will create and maintain the following records for a period of seven (7) years: records of any actions, including any supportive measures, taken in response to a report or Formal Complaint of sexual misconduct; records of investigations, including any determination regarding responsibility and any audio or audiovisual recording(s) or transcript(s) created, any disciplinary sanctions imposed on the Respondent, and any remedies provided to the Complainant, Respondent, or Witnesses; any

appeal and the result of that appeal; and any informal or alternative resolution, and the result of such resolution processes. Records may be kept longer than seven (7) years in cases with outcomes that include suspension, expulsion, or termination, in accordance with NYFA records policies. Records will be maintained in accordance with the privacy protections set forth in Title IX, Title VII, the Clery Act, FERPA, and applicable state law regarding the privacy of personnel records.

### **Preserving Information**

Physical information such as receipts, text messages, pictures, videos, emails, Facebook posts or messages, Snapchats, or other social media posts may be helpful during an investigation. Complainants, Respondents, and Witnesses are encouraged to gather said information because they will have the opportunity to present it during the investigation process. It is recommended that all emails, text messages, and social media posts related to the complaint be preserved in their entirety, even if the decision to submit a Formal Complaint has yet to be made.

In incidents of sexual harassment, sexual assault, dating violence, domestic violence, or stalking, it is important to preserve evidence to aid in an institutional investigation, a legal process, and/or obtaining a protection order. Evidence may be collected whether or not a Complainant chooses to make a report to law enforcement. Evidence of violence such as bruising or other visible injuries following an incident of dating or domestic violence should be documented and preserved with photographic evidence. Evidence of bullying, stalking and sexual harassment, such as cyber communications, should also be preserved and not altered in any way.

### **Reporting to Hospitals & Medical Professionals**

Seeking medical attention through emergency and follow-up services is recommended and can address physical well-being, health concerns, such as sexually transmitted diseases, and may provide a sexual assault forensic examination. While medical attention can be accessed at any medical facility, there are certain facilities that have specially-trained staff to conduct forensic exams. A forensic exam collects physical evidence, through vaginal and anal examinations, collections of fingernail scrapings and clippings, blood testing, etc., that may aid in an institutional investigation, a legal process, and/or the procurement of a protection order. A forensic exam may also test for and treat sexually transmitted diseases and pregnancy. The decision to obtain a forensic exam does not commit any individual to any course of action but does preserve the full range of options to seek resolution, if the individual chooses to in the future.

As time passes, evidence may dissipate or become unavailable, therefore it is recommended to obtain a sexual assault forensic exam as soon as possible following the alleged incident. Individuals are encouraged to not bathe, douche, smoke, use the toilet, or clean the location where the alleged incident occurred. Items that were worn during or sheets and towels used during the alleged incident should be placed in a paper bag and brought to the forensic exam.

NYFA does not have health or medical centers on its campuses. If a student, faculty, or staff member is in need of medical assistance, NYFA will not provide transportation from campus but may assist in securing transportation and may accompany an individual, if requested. The hospitals and medical centers listed below have the ability to conduct a sexual assault forensic examination:

**New York City**

Beth Israel Medical Center, Manhattan  
281 1st Avenue  
New York, NY 10003,  
212-420-2000

NYC Health + Hospitals/Gotham Health, Fort Greene  
295 Flatbush Avenue Extension  
Brooklyn, New York 11201  
718-388-5889

**Los Angeles/ Burbank**

Lakeside Community Healthcare Urgent Care  
191 S Buena Vista St #150  
Burbank, CA 91505  
818-295-5920

Cedars-Sinai Medical Center  
8700 Beverly Blvd  
Los Angeles, CA 90048  
310-423-3277

Santa Monica-UCLA Medical Center  
Rape Treatment Center  
1250 16th Street  
Santa Monica, CA 90404  
424-259-7208

Keck Hospital - University of Southern California  
1500 San Pablo Street  
Los Angeles, CA 90033

1-800-872-2273

**South Beach/ Miami**

Jackson Memorial Hospital  
Roxy Bolton Rape Treatment Center  
1611 NW 12th Avenue, Institute Annex, 1st Floor  
Miami, FL 33136  
305-585-7273

Nancy J. Cotterman Center  
Sexual Assault Treatment Center  
400 NE 4th Street  
Fort Lauderdale, FL 3301  
954-761-7273

**Reporting to Law Enforcement**

Complainants have the option to report to law enforcement in lieu of or in addition to reporting to the Title IX Coordinator. Reporting to law enforcement may start a criminal investigation and adjudication within the criminal justice system, which is a separate process from this Policy. NYFA supports any Complainant who chooses to make a police report and encourages Complainants to contact the law enforcement agency in the city where the incident occurred. The Title IX Coordinator can assist the Complainant in locating the appropriate law enforcement agency. All Complainants will be informed of this reporting option and assured that the Title IX Coordinator will cooperate with any investigation to the extent possible under federal and local laws.

Students, faculty, and staff who want to make a police report in addition to, or in lieu of, reporting to NYFA may contact law enforcement directly by calling 911 for emergencies or:

- New York City Campus: New York Police Department, 1st Precinct, 212-741-4811
- Los Angeles Campus: Burbank Police Department, 818-238-3000
  - NYFA Security, 818-415-3837
- South Beach Campus: Miami Beach Police Department, 305-673-7900

If a Complainant obtains a restraining order or protection order against another individual, the Complainant should notify the appropriate NYFA office for reasonable accommodations. A student Complainant is encouraged to disclose that information to the Title IX Coordinator, Dean of Students, or Campus Dean so NYFA can assist in making reasonable accommodations. A faculty or

staff Complainant is encouraged to share information of a restraining order or protection order with Human Resources, in addition to the Title IX Coordinator.

The Title IX Coordinator or NYFA Security (LA) is available to assist individuals with obtaining a restraining order or protection order and assist law enforcement in effecting an arrest when an individual violates a restraining order or protection order. The Title IX Coordinator or NYFA Security (LA) is also available to help obtain more information about restraining orders or protection orders, specifically:

1. Answer questions about it, including information from the order about the Respondent's obligation to stay away from the person(s) seeking protection.
2. Explain the consequences for violating a restraining order or protection order, including but not limited to arrest, Student Conduct violations, Procedural Hold, or Administrative Leave.

### **Reporting to the Title IX Office**

NYFA encourages the campus community to report all incidents of covered sexual harassment, defined by the Final Rule under Title IX of the Educational Amendments of 1972, to the Title IX Coordinator.

To file a Formal Complaint, a Complainant must provide the Title IX Coordinator a written, signed complaint describing the facts alleged.

All NYFA employees (faculty and staff) shall report any allegations that may violate this Policy to the Title IX Coordinator, or a member of the Title IX Office, who may be able to address the violations. NYFA employees are encouraged to disclose all information, including the names of Parties, even when the person has requested anonymity. NYFA Counseling Services clinicians are able to keep information confidential, per licensing agreement regulations.

NYFA encourages prompt reporting to allow for the collection and preservation of evidence that may be helpful during an investigation or criminal proceeding. A delay in filing a complaint may limit the Title IX Coordinator's ability to respond.

Students, faculty, and staff who report to NYFA will be advised of their right to:

1. Notify NYFA Security (LA), local law enforcement, and/or state police;
2. Have emergency access to a Title IX Coordinator or other appropriate official trained in interviewing victims of sexual assault who shall be available upon the first instance of disclosure by a reporting individual to provide information regarding options to proceed, and, where applicable, the importance of preserving evidence and obtaining a sexual assault forensic examination as soon as possible, and detailing that the criminal justice process utilizes different

standards of proof and evidence and that any questions about whether a specific incident violated the penal law should be addressed to law enforcement or to the district attorney. The Title IX Coordinator or other appropriate official shall explain their abilities or limitations regarding confidentiality or privacy, and shall inform the reporting individual of other reporting options;

3. Privately disclose the incident to NYFA Counseling Services, who may offer confidentiality pursuant to applicable laws and can assist in obtaining services for reporting individuals;
4. Privately disclose the incident and obtain services from the state or local government;
5. Privately disclose the incident to NYFA staff who can offer privacy or confidentiality, as appropriate, and can assist in obtaining resources for reporting individuals;
6. File a report of covered sexual harassment and the right to consult the Title IX Coordinator and other appropriate NYFA staff for information and assistance. Reports shall be investigated in accordance with this Policy and a reporting individual's identity shall remain private upon request;
7. Privately disclose, if the accused is a NYFA employee, the incident to the Director of Human Resources or designee or the right to request that a confidential or private employee assist in reporting to the Director of Human Resources or designee;
8. Receive assistance from the Title IX Coordinator or NYFA Security (LA) in initiating legal proceedings in family court or civil court; and
9. Withdraw a complaint or involvement at any time.

#### **Amnesty for Students Who Report or Participate as Witnesses**

The health and safety of every student at NYFA is of utmost importance. NYFA recognizes that students who have been drinking and/or using drugs (whether such use is voluntary or involuntary) at the time that violence, including but not limited to domestic violence, dating violence, stalking, or sexual assault occurs may be hesitant to report such incidents due to fear of potential consequences for their own conduct. NYFA strongly encourages students to report domestic violence, dating violence, stalking, or sexual assault to the Title IX Coordinator. A bystander acting in good faith or a reporting individual acting in good faith that discloses any incident of domestic violence, dating violence, stalking, or sexual assault to NYFA or law enforcement will not be subject to NYFA's Student Code of Conduct for violations of alcohol and/or drug use policies occurring at or near the time of the domestic violence, dating violence, stalking, or sexual assault.

## *Education & Prevention*

### **Education & Prevention Programs**

In an effort to uphold the goals of this Policy and the Sexual Misconduct Policy, NYFA conducts prevention and awareness training for students, faculty, and staff. NYFA engages in comprehensive, intentional, and integrated programming, initiatives, strategies, and campaigns intended to end dating violence, domestic violence, sexual assault, stalking, and all other forms of sexual misconduct. Our prevention and awareness training programs:

1. Are culturally relevant, inclusive of diverse communities and identities, sustainable, responsive to community needs, and informed by research, or assessed for value, effectiveness, or outcome; and
2. Consider environmental risk and protective factors as they occur on the individual, relationship, institutional, community and societal levels.

Primary and ongoing prevention and awareness programming for students, faculty, and staff provides information regarding:

1. NYFA's prohibition of crimes of dating violence, domestic violence, sexual assault, and stalking and the types of behaviors that constitute said crimes,
2. What affirmative consent is and what it is not,
3. Safe and positive options for bystander intervention,
4. Risk reduction, and
5. Options and resources for victims of covered sexual harassment as defined under the Title IX Grievance Policy.

### **Bystander Intervention**

Bystander intervention means safe and positive options that may be carried out by an individual or individuals to prevent harm or intervene when there is a risk of sexual assault, dating violence, domestic violence, or stalking. Bystander intervention includes recognizing situations of potential harm, understanding institutional structures and cultural conditions that facilitate violence, overcoming barriers to intervening, identifying safe and effective intervention options, and taking action to intervene.

Bystanders play a critical role in the prevention of sexual and relationship violence. They are individuals who observe violence or witness the conditions that perpetuate violence. They are not directly involved but have the choice to intervene, speak up, and prevent and interrupt an incident. We want to promote a culture of community accountability where bystanders are actively engaged in the prevention of violence without causing further harm.



Darley and Latane, the forefathers of bystander intervention, identified five stages that people move through when taking action in a problematic situation, See, [Journal of Personality and Social Psychology](#). These stages may not be linear.

1. Notice potentially problematic situations
2. Identify when it's appropriate to intervene
3. Recognize personal responsibility for intervention
4. Know how to intervene
5. Take action to intervene

There are a range of actions NYFA community members can take to intervene and help de-escalate potential acts of violence. Once a potential problem has been identified, the following actions can be used to safely intervene:

1. Direct: Directly intervene and voice concern. For example, saying: “Are you okay?” “You look really upset.” “How can I help?”
2. Distract: Do something to create a distraction that discontinues the harmful behavior. For example: Spill a drink, ask for directions, tell the abuser their car is being towed.
3. Delegate: Ask for help and delegate the intervention to someone else.

Being an active bystander does not mean that personal safety should be compromised. There are a range of actions that are appropriate, depending on the individual intervening and the situation at hand. If safety is ever a concern, leave the situation and seek outside help (delegate) - that’s still bystander intervention!

### **Risk Reduction**

To reduce the likelihood that an individual may become the victim of sexual violence, there are risk reduction actions one may consider. Risk reduction means options designated to decrease perpetration and bystander inaction, and to increase empowerment for victims in order to promote safety and to help individuals and communities address conditions that facilitate violence.

With no intent to victim blame and recognizing that only abusers are responsible for their abuse, the following are some strategies to reduce one’s risk of sexual assault or harassment (taken from Rape, Abuse, & Incest National Network, [www.rainn.org](http://www.rainn.org)):

1. Be aware of your surroundings. Knowing where you are and who is around you may help you to find a way to get out of a bad situation.
2. Try to avoid isolated areas. It is more difficult to get help if no one is around.
3. Walk with purpose. Even if you don’t know where you are going, act like you do.
4. Trust your instincts. If a situation or location feels unsafe or uncomfortable, it probably isn’t the best place to be.

5. Try not to load yourself down with packages or bags as this can make you appear more vulnerable.
6. Make sure your cell phone is with you and charged and that you have money for a taxi or ride-share.
7. Don't allow yourself to be isolated with someone you don't trust or someone you don't know.
8. Avoid putting music headphones in both ears so that you can be more aware of your surroundings, especially if you are walking alone.
9. When you go to a social gathering, go with a group of friends. Arrive together, check in with each other throughout the evening, and leave together. Knowing where you are and who is around you may help you to find a way out of a bad situation.
10. If you feel unsafe in any situation, trust your instincts. If you see something suspicious, contact law enforcement immediately (local authorities can be reached by calling 911 in most areas of the U.S.).
11. Don't leave your drink unattended while talking, dancing, using the restroom, or making a phone call. If you've left your drink alone, just get a new one.
12. Don't accept drinks from people you don't know or trust. If you choose to accept a drink, go with the person to the bar to order it, watch it being poured, and carry it yourself. At parties, don't drink from punch bowls or other large, common open containers.
13. Watch out for your friends, and vice versa. If a friend seems out of it, is too intoxicated, or is acting out of character, get your friend to a safe place immediately.
14. If you suspect you or a friend has been drugged, contact law enforcement immediately (local authorities can be reached by calling 911 in most areas of the U.S.). Be explicit with doctors so they can give you the correct tests (you will need a urine test and possibly others).
15. If you need to get out of an uncomfortable or scary situation here are some things that you can try:
  - a. Remember that being in this situation is not your fault. You did not do anything wrong, it is the person who is making you uncomfortable that is to blame.
  - b. Be true to yourself. Don't feel obligated to do anything you don't want to do. "I don't want to" is a good enough reason. Do what feels right to you and what you are comfortable with.
  - c. Have a code word with your friends or family so that if you don't feel comfortable you can call them and communicate your discomfort without the person you are with knowing. Your friends or family can then come to get you or make up an excuse for you to leave.
  - d. Lie. If you don't want to hurt the person's feelings it is better to lie and make up a reason to leave than to stay and be uncomfortable, scared, or worse. Some excuses you could use are: needing to take care of a friend or family member, not feeling well, having somewhere else that you need to be, etc.

16. Try to think of an escape route. Consider answering these questions about your surroundings: How would you get out of the room? Where are the doors? Windows? Are there people around who might be able to help you? Is there an emergency phone nearby?
17. If you and/or the other person have been drinking, you can say that you would rather wait until you both have your full judgment before doing anything you may regret later.

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## THE TITLE IX GRIEVANCE PROCEDURE

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### *Filing a Formal Complaint*

The timeframe for the Title IX Grievance Procedure begins with the filing of a Formal Complaint. The Title IX Grievance Procedures will be concluded within a reasonably prompt manner, which may generally be within ninety (90) working days, after the filing of the Formal Complaint, provided that the Procedure may be extended for reasons including but not limited to, the absence of a Party, a Party's Advisor, or Witnesses; concurrent law enforcement activity; or the need for language assistance or for an accommodation of disabilities. The procedure for applying for extensions is described below.

To file a Formal Complaint, a Complainant must provide the Title IX Coordinator a written, signed complaint (an electronic signature is sufficient) describing, in as much detail as possible, the facts of any incident(s) which give rise to the filing of the complaint. Complainants are only able to file a Formal Complaint under this Policy if they are currently participating in, or attempting to participate in, the education programs or activities of NYFA, including as an employee. For Complainants who do not meet this criteria, NYFA will deem the complaint as filed under the Sexual Misconduct Policy or one of NYFA's other relevant policies and procedures.

If a Complainant does not wish to make a Formal Complaint, the Title IX Coordinator may determine if a Formal Complaint is necessary. NYFA will inform the Complainant of this decision in writing, and the Complainant need not participate in the process further but will receive all notices issued under this Policy and Procedure.

Nothing in the Title IX Grievance Policy prevents a Complainant from seeking the assistance of state or local law enforcement alongside the appropriate on-campus process.

### **Informal Resolution**

A Complainant who files a Formal Complaint may elect, at any time, to address the matter through the informal resolution process. Generally speaking, these resolution options are less time intensive than an investigation and live hearing, while still affording students an opportunity to actively participate in a process led by NYFA for resolution of their complaints.

The Parties may elect to enter NYFA’s informal resolution process at any time after the filing of the Formal Complaint through an informed written consent. This informed written consent will include all terms of the elected informal process, including a statement that any agreement reached through the process is binding on the Parties.

No Party may be required to participate in informal resolution, and NYFA may never condition enrollment, employment, or enjoyment of any other right or privilege upon agreeing to informal resolution.

The Parties may elect to leave the informal resolution process at any point until the informal resolution process is concluded. If a Party elects to leave the informal resolution process, the formal resolution process resumes. In participating in the informal resolution process, the Parties understand that the timeframes governing the formal process temporarily cease and only recommence upon reentry into the formal process.

### **1. Determination to Approve Entry into Informal Resolution Process**

Even where the Parties agree to submit a matter to informal resolution, the Title IX Coordinator or other designated official may approve the decision to move the matter to the informal resolution process and may determine that informal resolution is not appropriate under the circumstances.

Factors that the Title IX Coordinator or other designated official may weigh in considering the appropriateness of the informal resolution process include, but are not limited to, the gravity of the allegations, whether there is an ongoing threat of harm to or the safety of students, faculty and staff, whether the Respondent is a repeat offender and whether the Parties are participating in good faith. This determination is not subject to appeal. Informal resolution processes may never be applied where the allegations include sexual assault.

Informal resolution is only permitted to address allegations of student-on-student sexual harassment, and is never allowed as an option to resolve allegations that an employee sexually harassed a student. See, [85 Fed. Reg. 30026, 30054](#) (May 19, 2020).

At any time after the commencement of the informal resolution process, the Title IX Coordinator or other designated officials may determine that the informal resolution process is not an appropriate method for resolving the matter and may require that the matter be resolved through the formal process. This determination is not subject to appeal.

## **2. Role of the Facilitator**

Informal resolution processes are managed by Facilitators. Facilitators shall not have a conflict of interest or bias in favor of or against any Complainant or Respondent. The Facilitator may recuse themselves or be replaced if there is a conflict. The Title IX Coordinator may serve as the Facilitator, subject to these restrictions.

All Facilitators must have training in the definition of sexual harassment under [34 C.F.R. § 106.30\(a\)](#), the scope of NYFA's education program or activity, how to conduct informal resolution processes, and how to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, or bias.

## **3. Confidentiality**

In entering the informal resolution process, the Parties shall agree that any testimony and evidence (including admissions of responsibility) they share or receive during the informal resolution process concerning the allegations of the Formal Complaint is confidential while the Parties are participating in the informal resolution process. No evidence concerning the allegations obtained within the informal resolution process may be disseminated to any person, provided that any Party to the informal resolution process may generally discuss the allegations under investigation with a parent, friend, Advisor, or other source of emotional support, or with an advocacy organization. Should the Parties withdraw from the informal resolution process, information disclosed or obtained for purposes of the informal resolution process may be incorporated into the formal investigation and live hearing, provided that this information is disclosed and reviewed by the Parties under the investigatory and hearing procedures described in the Title IX Grievance Procedure.

## **4. Informal Resolution Options**

NYFA offers the following informal resolution procedures for addressing Formal Complaints of sexual harassment covered under this Policy:

### *a. Administrative Resolution*

Should the Parties mutually determine to enter the informal resolution process, and the Respondent elects to accept responsibility for the allegations of the Formal Complaint at any point during the informal resolution process, NYFA may administratively resolve the Formal Complaint.

Where the Respondent admits responsibility, the Parties will receive simultaneous written notification of the acceptance of responsibility, and the Title IX Coordinator or other designated official will convene to determine the Respondent's sanction and other remedies, as appropriate and consistent with institutional policies. The Parties will be given an opportunity to be heard at the sanctions hearing, including but not limited to the submission of impact statements, and the

Parties may be accompanied by their Advisor, but questioning of Parties or Witnesses will not be permitted. The Parties will receive simultaneous written notification of the decision regarding sanctions and remedies, which may be appealed according to the process described below.

*b. Mediation*

The purpose of mediation is for the Parties who are in conflict to identify the implications of a student's actions and, with the assistance of a trained facilitator, identify points of agreement and appropriate remedies to address them. Either Party can request mediation to seek resolution; mediation will be used only with the consent of both Parties, who will be asked not to contact one another during the process. The Title IX Office will also review any request for mediation, and may decline to mediate based on the facts and circumstances of the particular case. Either Party has the right to terminate the mediation process and choose or resume another option for resolution at any time.

The mediation process will typically commence within ten (10) working days after the Title IX Office receives consent to mediate from both Parties, and will continue until concluded or terminated by either Party or the Title IX Office. During mediation, any potential investigation will halt, and calculations for time frames will be stayed. If the mediation results in a resolution, the disciplinary process will be concluded and the matter will be closed. If a resolution cannot be reached, the matter will be referred to the Campus Dean to re-evaluate other options for resolution, including investigation.

During mediation, a Facilitator will guide a discussion between the Parties. In circumstances where the Parties do not wish to meet face to face, either Party can request "caucus" mediation, and the Facilitator will conduct separate meetings. Whether or not the Parties agree to meet face to face, each Party will be permitted to bring an Advisor of their choice to any meetings who may be, but is not required to be, an attorney.

At the conclusion of the mediation, the Facilitator will memorialize the agreement that was reached between the Parties. The Title IX Office will monitor adherence to the proposed solution and close the matter when compliance is satisfactory.

*c. Restorative Justice*

A restorative justice ("RJ") Conference is a dialogue, facilitated by a trained NYFA employee intended to restore relationships and repair harm after a conflict has occurred. Both the responsible Party and the individuals affected by the conflict come together to identify what harm was caused and, collaboratively, determine how conflict and trust might be, respectively, resolved and repaired.

A Party may request to engage in RJ at any stage of the disciplinary process, however, restorative justice may not be an appropriate mechanism for all conflicts. To qualify for RJ, the student accused of wrongdoing must accept responsibility and express remorse for the harm that was caused. The harmed Party must also be willing to accept an apology offered by the student accused of wrongdoing. Additionally, all involved Parties must agree to and abide by measurable and timely actions within the scope of this Policy and directives. The Title IX Office will review any request for RJ, and may decline to initiate RJ based on the facts and circumstances of the particular case.

The RJ Conference proceeds only if all Parties agree to participate willingly. Upon doing so, the RJ process typically commences within ten (10) working days after the Title IX Office receives written agreements from all involved Parties. The conference will continue until the conference is successfully concluded or until the Title IX Office determines that the conference will not be successful. If successful, an agreeable resolution is reached by all involved Parties, at which time the process is concluded, and the matter is resolved. If a resolution cannot be reached, the matter will be referred to the Campus Dean to re-evaluate other options for resolution.

The Title IX Office will monitor the Parties' adherence to their proposed solution and reserves the right to close the matter when compliance is satisfactory.

### **Multi-Party Situations**

NYFA may consolidate Formal Complaints alleging covered sexual harassment against more than one Respondent, or by more than one Complainant against one or more Respondents, or by one Party against the other Party, where the allegations of covered sexual harassment arise out of the same facts or circumstances.

### ***Determining Jurisdiction***

The Title IX Coordinator will determine if the Title IX Grievance Procedure should apply to a Formal Complaint. The Process will apply when all of the following elements are met, in the reasonable determination of the Title IX Coordinator:

1. The conduct is alleged to have occurred on or after August 14, 2020;
2. The conduct is alleged to have occurred in the United States;
3. The conduct is alleged to have occurred in NYFA's education program or activity; and
4. The conduct is alleged to constitute covered sexual harassment as defined in this Policy.

If all of the elements are met, NYFA will investigate the allegations according to the Title IX Grievance Procedure.

## **Allegations Potentially Falling Under Two Policies**

If the alleged conduct includes conduct that would constitute covered sexual harassment and conduct that would not constitute covered sexual harassment, the Title IX Grievance Procedure will be applied in the investigation and adjudication of all of the allegations.

## ***Formal Complaint Dismissal***

### **Mandatory Dismissal**

If any one of these elements are not met, the Title IX Coordinator will notify the Parties that the Formal Complaint is being dismissed for the purposes of the Title IX Grievance Policy. Either Party may appeal this dismissal using the procedure outlined in the Appeals section (below).

### **Discretionary Dismissal**

The Title IX Coordinator may dismiss a Formal Complaint brought under the Title IX Grievance Policy, or any specific allegations raised within that Formal Complaint, at any time during the investigation or hearing, if:

1. A Complainant notifies the Title IX Coordinator in writing that they would like to withdraw the Formal Complaint or any allegations raised in the Formal Complaint;
2. The Respondent is no longer enrolled or employed by NYFA; or,
3. If specific circumstances prevent NYFA from gathering evidence sufficient to reach a determination regarding the Formal Complaint or allegations within the Formal Complaint.

Any Party may appeal a dismissal determination using the process set forth in the Appeals section (below).

### **Notice of Dismissal**

Upon reaching a decision that the Formal Complaint will be dismissed, NYFA will promptly send written notice of the dismissal of the Formal Complaint or any specific allegation within the Formal Complaint, and the reason for the dismissal, simultaneously to the Parties through their NYFA email accounts. It is the responsibility of Parties to maintain and regularly check their NYFA email accounts.

### **Notice of Removal of Formal Complaint from Title IX Grievance Procedure**

Upon dismissal for the purposes of the Title IX Grievance Policy, NYFA retains discretion to utilize other relevant policies or procedures including the Student Code of Conduct and/or the Sexual Misconduct Policy to determine if a violation has occurred. If so, NYFA will promptly send written notice of the dismissal of the Formal Complaint under the Title IX Grievance Procedure.



## *Notice of Allegations*

If it is deemed by the Title IX Coordinator, or their designee, that the Title IX Grievance Procedure should apply to a Formal Complaint, the Title IX Coordinator will draft and provide the Notice of Allegations to any Party to allegations of covered sexual harassment. Such notice will occur as soon as practicable, after NYFA receives a Formal Complaint of the allegations, if there are no extenuating circumstances.

The Parties will be notified by their NYFA email accounts if they are a student or employee, and by other reasonable means if they are neither.

NYFA will provide sufficient time for the Parties to review the Notice of Allegations and prepare a response before any initial interview.

The Title IX Coordinator, or their designee, may determine that the Formal Complaint must be dismissed on the mandatory grounds identified above, and will issue a Notice of Dismissal. If such a determination is made, any Party to the allegations of covered sexual harassment identified in the Formal Complaint will receive the Notice of Dismissal in conjunction with, or in separate correspondence after, the Notice of Allegations.

### **Contents of the Notice of Allegations**

The Notice of Allegations will include the following:

1. Notice of NYFA's Title IX Grievance Policy and Procedure, including any informal resolution process and a hyperlink to a copy of the Policy and Procedure.
2. Notice of the allegations potentially constituting covered sexual harassment, and sufficient details known at the time the Notice is issued, such as the identities of the Parties involved in the incident, if known, including the Complainant; the conduct allegedly constituting covered sexual harassment; and the date and location of the alleged incident, if known.
3. Notice of the sanction or sanctions that may be imposed on the Respondent based upon the outcome of the Title IX Grievance Procedure.
4. A statement that the Respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the Title IX Grievance Procedure.
5. A statement that the Parties may have an Advisor of their choice, who may be, but is not required to be, an attorney, as required under [34 C.F.R. § 106.45\(b\)\(5\)\(iv\)](#);
6. A statement that before the conclusion of the investigation, the Parties may inspect and review evidence obtained as part of the investigation that is directly related to the allegations raised in the Formal Complaint, including the evidence upon which NYFA does not intend to rely in reaching a determination regarding responsibility, and evidence that both tends to prove or

disprove the allegations, whether obtained from a Party or other source, as required under [34 C.F.R. § 106.45\(b\)\(5\)\(vi\)](#);

7. A statement to student Parties that the Student Conduct Code (see Item 9, “falsifying information”) prohibits knowingly making false statements or knowingly submitting false information during the Title IX Grievance Procedure; or a statement to employee Parties that the Employee Standards of Conduct has an expectation of honest cooperation and participation during the Title IX Grievance Procedure.

### **Ongoing Notice**

If, in the course of an investigation, NYFA decides to investigate allegations about the Complainant or Respondent that are not included in the Notice of Allegations and are otherwise covered sexual harassment falling within the Title IX Grievance Policy, NYFA will notify the Parties whose identities are known of the additional allegations by their NYFA email accounts or other reasonable means.

The Parties will be provided sufficient time to review the additional allegations to prepare a response before any initial interview regarding those additional charges.

### ***Advisor of Choice & Participation of Advisors***

NYFA will provide the Parties equal access to Advisors and support persons; any restrictions on Advisor participation will be applied equally.

NYFA has a long-standing practice of requiring students to participate in the Procedure directly and not through an advocate or representative. Students participating as a Complainant or Respondent in this Procedure may be accompanied by an Advisor of their choice to any meeting or hearing to which they are required or are eligible to attend. The Advisor is not an advocate. Except where explicitly stated by this Policy, as consistent with the Final Rule, Advisors shall not participate directly in the process as per NYFA’s standard policy and practice. At hearings, Advisors are permitted to cross-examine the other Party and Witnesses, as described below.

NYFA will not intentionally schedule meetings or hearings on dates where the Advisors for all Parties are not available, provided that the Advisors act reasonably in providing available dates and work collegially to find dates and times that meet all schedules.

NYFA’s obligations to investigate and adjudicate in a prompt timeframe under the Title IX Grievance Policy and other NYFA policies apply to matters governed under this Policy, and NYFA cannot agree to extensive delays solely to accommodate the schedule of an Advisor. The determination of what is reasonable shall be made by the Title IX Coordinator or designee. NYFA will not be obligated to delay a meeting or hearing under this process more than five (5) working days due to the unavailability of an Advisor, and may offer the Party the opportunity to obtain a different Advisor of their choice or utilize one provided by NYFA.

## *Notice of Meetings & Interviews*

NYFA will provide, to a Party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all hearings, investigative interviews, or other meetings with a Party, with sufficient time for the Party to prepare to participate.

### **Delay**

Each Party may request a one-time delay of up to five (5) working days for good cause (granted or denied in the sole judgment of the Title IX Coordinator or designee) provided that the requestor provides reasonable notice and the delay does not overly inconvenience other Parties.

For example, a request to take a five-day delay made an hour before a hearing for which multiple Parties and their Advisors have traveled to and prepared for shall generally not be granted, while a request for a five-day pause in the middle of investigation interviews to allow a Party to obtain certain documentary evidence shall generally be granted.

The Title IX Coordinator or designee shall have sole judgment to grant further extensions in the Procedure.

## *Investigation*

### **General Rules of Investigations**

The Title IX Coordinator and/or an investigator designated by the Title IX Coordinator will perform an investigation under a reasonably prompt timeframe of the conduct alleged to constitute covered sexual harassment after issuing the Notice of Allegations.

NYFA, and not the Parties, has the burden of proof and the burden of gathering evidence, i.e., the responsibility of showing a violation of this Policy has occurred. This burden does not rest with either Party, and either Party may decide not to share their account of what occurred or may decide not to participate in an investigation or hearing. This does not shift the burden of proof away from NYFA and does not indicate responsibility.

NYFA cannot access, consider, or disclose medical records without a waiver from the Party (or parent, if applicable) to whom the records belong or of whom the records include information. NYFA will provide an equal opportunity for the Parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence, (i.e. evidence that tends to prove and disprove the allegations) as described below.

## Inspection & Review of Evidence

Prior to the completion of the investigation, the Parties will have an equal opportunity to inspect and review the evidence obtained through the investigation. The purpose of the inspection and review process is to allow each Party the equal opportunity to meaningfully respond to the evidence prior to conclusion of the investigation.

Evidence that will be available for inspection and review by the Parties will be any evidence that is directly related to the allegations raised in the Formal Complaint. It will include any:

1. Evidence that is relevant, even if that evidence does not end up being relied upon by NYFA in making a determination regarding responsibility;
2. Inculpatory or exculpatory evidence (i.e. evidence that tends to prove or disprove the allegations) that is directly related to the allegations, whether obtained from a Party or other source.

Exceptions to the above include all evidence which is privileged under federal or local state law (e.g., statements made to/from doctors, therapists, attorneys, student records or any item protected by Family Educational Rights and Privacy Act Regulations (FERPA)), evidence of prior sexual behavior unless it shows consent or that someone other than Respondent committed the alleged misconduct.

All Parties must submit any evidence they would like the investigator to consider prior to when the Parties' time to inspect and review evidence begins. See, [85 Fed. Reg. 30026, 30307](#) (May 19, 2020).

NYFA will send the evidence made available for each Party and each Party's Advisor, if any, to inspect and review through an electronic format or a hard copy. NYFA is not under an obligation to use any specific process or technology to provide the evidence and shall have the sole discretion in terms of determining format and any restrictions or limitations on access.

The Parties will have ten (10) working days to inspect and review the evidence and submit a written response by email to the investigator. The investigator will consider the Parties' written responses before completing the Investigative Report.

NYFA will provide copies of the Parties' written responses of the review to all Parties and their Advisors, if any. See, [85 Fed. Reg. 30026, 30307](#) (May 19, 2020).

NYFA will provide the Parties five (5) working days after the initial inspection and review of evidence, and before the investigator completes the Investigative Report, to provide additional evidence in response to their inspection and review of the evidence, and then provide the Parties five (5) working days to inspect, review, and respond to the Party's additional evidence through a written response to the investigator. Those written responses will be disclosed to the Parties. See, [85 Fed. Reg. 30026, 30307](#) (May 19, 2020).

Any evidence subject to inspection and review will be available at any hearing.

The Parties and their Advisors must sign an agreement to respect the privacy of the Parties, the confidentiality of the proceedings, and not to disseminate any of the evidence subject to inspection and review or use such evidence for any purpose unrelated to the Title IX Grievance Procedure. See, [85 Fed. Reg. 30026, 30435](#) (May 19, 2020).

The Parties and their Advisors shall not photograph or otherwise copy the evidence. See, [85 Fed. Reg. 30026, 30435](#) (May 19, 2020).

### **Inclusion of Evidence Not Directly Related to the Allegations**

Evidence obtained in the investigation that is determined in the reasoned judgment of the investigator not to be directly related to the allegations in the Formal Complaint will be included in the appendices to the investigative report.

### ***Investigative Report***

The Title IX Coordinator and/or an investigator designated by the Title IX Coordinator will create an Investigative Report that fairly summarizes relevant evidence.

The Investigative Report is not intended to catalog all evidence obtained by the investigator, but only to provide a fair summary of that evidence.

Only relevant evidence (including both inculpatory and exculpatory - i.e. tending to prove and disprove the allegations - relevant evidence) will be referenced in the Investigative Report.

The investigator may redact irrelevant information from the Investigative Report when that information is contained in documents or evidence that is/are otherwise relevant. See, [85 Fed. Reg. 30026, 30304](#) (May 19, 2020).

### ***Hearing***

#### **General Rules of Hearings**

NYFA will not issue a disciplinary sanction arising from an allegation of covered sexual harassment without holding a live hearing, unless the Title IX Grievance Procedure has been resolved through one of the Informal Resolution Options referenced above.

The live hearing may be conducted with all Parties physically present in the same geographic location, or, at NYFA's discretion, any or all Parties, Witnesses, and other participants may appear at the live hearing virtually through Zoom, Skype, or similar technology. This technology will enable participants simultaneously to see and hear each other. At its discretion, NYFA may delay or adjourn a hearing based on technological errors not within a Party's control.

All proceedings will be recorded either through audio recording, audiovisual recording, or transcript. That recording or transcript will be made available to the Parties for inspection and review.

### **Continuances or Granting Extensions**

NYFA may determine that multiple sessions or a continuance (i.e. a pause on the continuation of the hearing until a later date or time) is needed to complete a hearing. If so, NYFA will notify all Parties and endeavor to accommodate all Parties' schedules and complete the hearing as promptly as practicable.

### **Participants in the Live Hearing**

Live hearings are not public, and the only individuals permitted to participate in the hearing are as follows:

#### **1. Complainant and Respondent (The Parties)**

- a. The Parties cannot waive the right to a live hearing.
- b. NYFA may still proceed with the live hearing in the absence of a Party, and may reach a determination of responsibility in their absence.
- c. NYFA will not threaten, coerce, intimidate or discriminate against the Party in an attempt to secure the Party's participation. See, [34 C.F.R. § 106.71](#); see also, [85 Fed. Reg. 30026, 30216](#) (May 19, 2020).
- d. The Decision-maker cannot draw an inference about the determination regarding responsibility based solely on a Party's absence from the live hearing.

#### **2. The Decision-maker**

- a. The hearing will be facilitated by and determined by a single Decision-maker.
- b. The Title IX Coordinator and the Title IX investigator shall be excluded from being the Decision-maker.
- c. No Decision-maker may have a conflict of interest or bias in favor of or against Complainants or Respondents generally, or in favor or against the Parties to the particular case.
- d. The Decision-maker will be trained on topics including how to serve impartially, issues of relevance, including how to apply the rape shield protections provided for Complainants, and any technology to be used at the hearing.

- e. The Parties will have an opportunity to raise any objections regarding a Decision-maker's actual or perceived conflicts of interest or bias at the commencement of the live hearing.

### 3. Advisor of Choice

- a. The Parties have the right to select an Advisor of their choice, who may be, but does not have to be, an attorney. If a Party does not have an Advisor present at the live hearing, NYFA shall provide, without fee or charge, an Advisor, who shall be selected by NYFA.
- b. The Advisor may accompany the Parties to any meeting or hearing they are permitted to attend, but may not speak for the Party, except for the purpose of cross-examination.
- c. The Parties are permitted to conduct cross-examination, however if they choose, a Party may elect to have their Advisor conduct cross-examination. As a result, if a Party does not select an Advisor, NYFA will select an Advisor to serve in this role for the limited purpose of conducting the cross-examination at no fee or charge to the Party.
- d. The Advisor is not prohibited from having a conflict of interest or bias in favor of or against Complainants or Respondents generally, or in favor or against the Parties to the particular case.
- e. The Advisor is not prohibited from being a Witness in the matter.
- f. If a Party does not attend the live hearing, the Party's Advisor may appear and conduct cross-examination on the absent Party's behalf. *See*, [85 Fed. Reg. 30026, 30340](#) (May 19, 2020).
- g. Advisors and all persons present shall be subject to NYFA's Rules of Decorum, and may be removed upon violation of those Rules. *See*, Appendix A, Rules of Decorum.

### 4. Witnesses

- a. Witnesses cannot be compelled to participate in the live hearing, and have the right not to participate in the hearing free from retaliation. *See*, [85 Fed. Reg. 30026, 30360](#) (May 19, 2020).
- b. Witnesses and all persons present shall be subject to NYFA's Rules of Decorum, and may be removed upon violation of those Rules. *See*, Appendix A, Rules of Decorum.

### Hearing Procedures

For all live hearings conducted under this Title IX Grievance Procedure, the process will be as follows:

1. The Decision-maker will open and establish rules and expectations for the hearing;
2. The Parties will each be given the opportunity to provide opening statements;
3. The Decision-maker will ask questions of the Parties and Witnesses;
4. Parties will be given the opportunity for live cross-examination after the Decision-maker conducts its initial round of questioning;

- a. During the Parties' cross-examination, the Decision-maker will have the authority to pause cross-examination at any time for the purposes of asking follow up questions and any time necessary in order to enforce the established Rules of Decorum.
5. Should a Party or a Party's Advisor choose not to cross-examine a Party or Witness, the Party shall affirmatively waive cross-examination through a written or oral statement to the Decision-maker. A Party's waiver of cross-examination does not eliminate the ability of the Decision-maker to use statements made by the Party.
6. At the request of either Party, NYFA shall provide for the entire live hearing (including cross-examination) to occur with the Parties located in separate rooms with technology enabling the Parties to see and hear each other.
7. The Parties will be given a chance to make an impact statement during the part of the proceedings where the Decision-maker is deliberating on appropriate sanctions

### **Live Cross-Examination Procedure**

Each Party's Advisor may conduct live cross-examination of the other Party or Parties and Witnesses. During this live-cross examination the Advisor may ask the other Party or Parties and Witnesses relevant questions and follow-up questions, including those challenging credibility directly, orally, and in real time.

Before any cross-examination question is answered, the Decision-maker will determine if the question is relevant. *See*, Appendix B, Guide for Determining Relevancy. Cross-examination questions that are duplicative of those already asked, including by the Decision-maker may be deemed irrelevant if they have been asked and answered.

### **Review of Recording or Transcript**

The recording or transcript of the hearing will be available for review by the Parties within ten (10) working days, unless there are any extenuating circumstances. The recording or transcript of the hearing will not be provided to Parties or Advisors.

### ***Determination Regarding Responsibility***

#### **Standard of Proof**

NYFA uses the preponderance of the evidence standard for investigations and determinations regarding responsibility of Formal Complaints covered under this Policy. This means that the investigation and hearing determines whether it is more likely than not that a violation of the Policy occurred.



## **General Considerations for Evaluating Testimony and Evidence**

While the opportunity for cross-examination is required in all Title IX hearings, determinations regarding responsibility may be based in part, or entirely, on documentary, audiovisual, and digital evidence, as warranted in the reasoned judgment of the Decision-maker.

### **1. Credibility**

Decision-makers shall not draw inferences regarding a Party or Witness' credibility based on the Party or Witness' status as a Complainant, Respondent, or Witness, nor shall it base its judgments in stereotypes about how a Party or Witness would or should act under the circumstances.

Generally, credibility judgments should rest on the demeanor of the Party or Witness, the plausibility of their testimony, the consistency of their testimony, and its reliability in light of corroborating or conflicting testimony or evidence.

Still, credibility judgments should not rest on whether a Party's or Witness's testimony is non-linear or incomplete, or if the Party or Witness is displaying stress or anxiety.

Where a Party's or Witness's conduct or statements demonstrate that the Party or Witness is engaging in retaliatory conduct, including but not limited to witness tampering and intimidation, the Decision-maker may draw an adverse inference as to that Party's or Witness's credibility.

### **2. Weight of Testimony**

Decision-makers will afford the highest weight relative to other testimony to first-hand testimony by Parties and Witnesses regarding their own memory of specific facts that occurred. Both inculpatory and exculpatory (i.e. tending to prove and disprove the allegations) evidence will be weighed in equal fashion.

Except where specifically barred by the Title IX Final Rule, a Witness' testimony regarding third-party knowledge of the facts at issue will be allowed, but will generally be accorded lower weight than testimony regarding direct knowledge of specific facts that occurred.

### **3. Expert Witnesses**

The Final Rule requires that NYFA allow Parties to call "expert witnesses" for direct and cross examination. While the expert witness will be allowed to testify and will be subject to cross-examination as required by the Final Rule, the Decision-maker will be instructed to afford lower weight to non-factual testimony of the expert relative to fact witnesses, and any expert testimony that is not directed to the specific facts that occurred in the case will be afforded lower weight relative to fact witnesses, regardless of whether the expert witness testimony is the subject of cross examination and regardless of whether all Parties present experts as witnesses.

#### **4. Character Witnesses**

The Final Rule requires that NYFA allow Parties to call character witnesses to testify. NYFA does not provide for character witnesses in other proceedings. While the character witnesses will be allowed to testify and be crossed as required by the Final Rule, the Decision-maker will be instructed to afford very low weight to any non-factual character testimony of any witness and may limit the evidence of the character witness.

#### **5. Polygraph Tests**

The Final Rule requires that NYFA admit and allow testimony regarding polygraph tests (“lie detector tests”) and other procedures that are outside of standard use in academic and non-academic conduct processes. While the processes and testimony about them will be allowed to testify and be crossed as required by the Final Rule, the Decision-maker will afford lower weight to such processes relative to the testimony of fact witnesses.

#### **Components of the Determination Regarding Responsibility**

The written Determination Regarding Responsibility will be issued simultaneously to all Parties through their NYFA email account, or other reasonable means as necessary. The Determination will include:

1. Identification of the allegations potentially constituting covered sexual harassment;
2. A description of the procedural steps taken from the receipt of the Formal Complaint through the determination, including any notifications to the Parties, interviews with Parties and Witnesses, site visits, methods used to gather other evidence, and hearings held;
3. Findings of fact supporting the determination;
4. Conclusions regarding which section of the Policy, if any, the Respondent has or has not violated.
5. For each allegation:
  - a. A statement of, and rationale for, a determination regarding responsibility;
  - b. A statement of, and rationale for, any disciplinary sanctions the recipient imposes on the Respondent; and
  - c. A statement of, and rationale for, whether remedies designed to restore or preserve equal access to the recipient’s education program or activity will be provided by the recipient to the Complainant; and
6. The recipient’s procedures and the permitted reasons for the Complainant and Respondent to appeal, as described in the Appeal section(below).

## **Timeline of Determination Regarding Responsibility**

If there are no extenuating circumstances, the determination regarding responsibility will be issued by NYFA within ten (10) working days of the completion of the hearing.

## **Transcript Notations**

Students that are found responsible for a policy violation may receive a notation on their transcript indicating a sanction of either Disciplinary Probation, Suspension, or Expulsion. Notations for Disciplinary Probation are temporary, and only appear during the duration of Disciplinary Probation. Notations for Suspension may be permanent. Notations for Expulsion are permanent. If findings of responsibility are vacated, any such transcript notation will be removed.

A transcript notation for Suspension, may be removed one year following the date Suspension concluded. A notation may only be removed if a request is made, in writing, to the Title IX Coordinator, one year after the terms of Suspension have been met. Transcript notations for Expulsion may not be removed.

Students who withdraw during an investigation may receive a notation on their transcript indicating the student withdrew with conduct charges pending.

## **Sanctioning for Students**

One or more of the following sanctions or additional actions may be imposed on students for Policy violations:

### **1. Warning**

- a. Notice to the student that a violation of NYFA policies or regulations has occurred and that continued or repeated violations of NYFA policies or regulations may be cause for further disciplinary action.
- b. A warning carries no transcript notation.

### **2. Disciplinary Probation**

- a. A status imposed for a specific period of time in which a student must demonstrate conduct that abides by NYFA's policies and expectations. Conditions restricting the student's privileges or eligibility for NYFA activities may be imposed. A temporary transcript notation may accompany the probationary period. Further misconduct during the probationary period or violation of any conditions of the probation may result in additional disciplinary action, including but not limited to, suspension or expulsion.

- b. Disciplinary probation carries a temporary transcript notation that is only noted on the student's transcript during the duration of the disciplinary probation. When the disciplinary probation period concludes, the transcript notation is removed.

### 3. Deferred Suspension

- a. A status imposed for a specific period of time in which the student must successfully complete conditions outlined by the Title IX Coordinator and/or may be a period in which suspension from NYFA is deferred or delayed until a later date. Further violations of NYFA's policies, or failure to complete any assigned conditions may result in additional disciplinary action including, but not limited to, suspension or expulsion.
- b. Deferred suspension carries a temporary transcript notation that is only noted on the student's transcript during the duration of the deferred suspension. When the deferred suspension period concludes, the transcript notation is removed.

### 4. Suspension

- a. Suspension is the termination of a student's status for a specified period of time, including the remainder of an academic term or for several academic terms. Suspension may take effect at such time as the Title IX Coordinator determines.
- b. A suspended student will be ineligible to enroll in any NYFA courses at any NYFA campuses during the period of suspension. A suspended student may be prohibited from entering specified areas, or all areas, of NYFA property.
- c. During the period of suspension, the Title IX Coordinator may place a hold on the student's NYFA records which may prevent the student from registering, obtaining transcripts, verifications, or receiving a degree from NYFA.
- d. Further violations of NYFA's policies or expectations, or failure to complete any assigned conditions may result in additional disciplinary action including but not limited to further suspension or expulsion.
- e. After the period of Suspension, the student will be reinstated if:
  - i. The student has complied with all conditions imposed as part of the suspension.
  - ii. The student is academically eligible.
  - iii. The student meets all requirements for reinstatement including, but not limited to, removal of Holds on records, and payment of restitution where payment is a requirement of reinstatement.
  - iv. The student meets the deadlines for filing all necessary applications, including those for readmission, registration, and enrollment.
  - v. Students are required to apply for readmission following a suspension of more than one academic term and must meet all requirements for readmission.

- f. Notations for Suspension may be permanent. A transcript notation for Suspension may be removed one year following the date Suspension has concluded. A notation may only be removed if a request is made, in writing, to the Title IX Coordinator, one year after the terms of Suspension have been met.

#### **5. Deferred Expulsion**

- a. A status imposed for a specific period of time in which the student must successfully complete conditions outlined by the Title IX Coordinator and/or may be a period in which expulsion from NYFA is deferred or delayed until a later date. Further violations of NYFA's policies, or failure to complete any assigned conditions will result in additional disciplinary action including, but not limited to, immediate expulsion.
- b. Deferred expulsion carries a permanent transcript notation that indicates the duration of the deferred expulsion.

#### **6. Expulsion**

- a. Expulsion is the permanent termination of a student's status. An expelled student will be ineligible to enroll in any NYFA courses at any NYFA campuses indefinitely. Expelled students may be prohibited from entering specified areas, or all areas, of NYFA property, and/or may be excluded from NYFA activities.
- b. The student record of an expelled student may include a Hold on the student's NYFA records, which may prevent the student from registering, obtaining transcripts, verifications, or receiving a degree from NYFA.
- c. Expulsion carries a permanent transcript notation.

#### **7. Revocation of Awarding Degree or Certificate**

- a. If, after a degree or certificate has been awarded, a degree or certificate recipient is found responsible for a policy violation while the student was an enrolled student, the Title IX Coordinator may impose, as a sanction, a revocation of the degree or certificate, subject to the following procedures:
  - i. The Title IX Coordinator will submit a recommendation of revocation of the degree or certificate to the Campus Dean.
  - ii. A Notice of Intent to Revoke Degree or Certificate shall be sent to the student. This notice shall include the details of the violation and the basis for the revocation.
  - iii. The student may submit a written appeal of the revocation to the Campus Dean within ten (10) working days from the date of the Notice of Intent to Revoke Degree or Certificate. The imposition of the revocation of degree or certificate will be deferred until the conclusion of the appeal. The decision of the Campus Dean is final.

## **8. Educational Sanctions**

- a. Educational sanctions are intended to help students learn from their decisions and reflect on what they want to get out of their educational experience. Educational sanctions may include, but are not limited to:
  - i. Reflective or research papers, presentations, or assignments
  - ii. Community Service
  - iii. Restitution
  - iv. Participation in designated educational programs, services, or activities
  - v. Letter of apology

## **9. Additional Actions**

- a. Additional actions are intended to help repair any harm that resulted from a violation or protect the safety of the NYFA campus community. Additional actions may include, but are not limited to:
  - i. Exclusion from entering specified areas, or all areas, of NYFA property
  - ii. Loss of privileges and/or exclusion from NYFA activities

## **10. Limits on Sanctions**

The loss of NYFA employment or removal from paid student positions will not be a form of sanction. However, when maintaining student status or good disciplinary standing is a condition of employment or the paid position, the loss of student status or good disciplinary standing will result in termination of the student's employment or removal from the paid student position.

### **Sanctioning for Employees**

One or more of the following sanctions or additional actions may be imposed on employees for Policy violations:

1. Subbing or rescheduling an instructor from their class assignment(s)
2. Replacing an instructor from their class assignment(s)
3. Counseling session regarding Policy expectations
4. Verbal Warning
5. Written Warning
6. Final Written Warning
7. Suspension of employment status
8. Termination of employment status

## **Finality**

The determination regarding responsibility becomes final either on the date that NYFA provides the Parties with the written determination of the result of the appeal, if an appeal is filed consistent with the procedures and timeline outlined in the Appeals section (below), or if an appeal is not filed, the date on which the opportunity to appeal expires.

## ***Appeals***

Each Party may appeal:

1. The dismissal of a Formal Complaint or any included allegations, and/or;
2. A determination regarding responsibility and/or sanctions.

To appeal, a Party must submit their written appeal within five (5) working days of being notified of the decision, indicating the grounds for the appeal.

The limited grounds for appeal available are as follows:

1. Procedural irregularity that affected the outcome of the matter (i.e. a failure to follow NYFA's own procedures).
2. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter.
3. The Title IX Coordinator, investigator(s), or Decision-maker(s) had a conflict of interest or bias for or against an individual Party, or for or against Complainants or Respondents in general, that affected the outcome of the matter.
4. The severity of the sanctions is unfair compared to the severity of the conduct for which the Respondent was found responsible.

The submission of appeal stays any sanctions for the pendency of an appeal. Supportive measures and remote learning opportunities remain available during the pendency of the appeal.

If a Party appeals, NYFA will notify the other Party in writing of the appeal, however the time for appeal shall be offered equitably to all Parties and shall not be extended for any Party solely because the other Party filed an appeal.

Appeals should be submitted electronically to the Title IX Coordinator, who will forward to the Appeals Decision-panel. Appeals will be decided by an Appeals Decision-panel, who will be free of conflict of interest and bias, and will not serve as investigator, Title IX Coordinator, or hearing Decision-maker in the same matter. The Appeals Decision-panel may be made up of one or more trained individuals.

The outcome of appeal will be provided in writing simultaneously to both Parties, and include rationale for the decision.

### ***Retaliation***

NYFA will keep confidential the identity of Complainants, Respondents and Witnesses, except as permitted by FERPA, *See*, [20 U.S.C. §1232g](#), or FERPA regulations, *See*, [34 C.F.R. §99](#), or as required by law, or to carry out the purposes of the Department of Education’s expectations related to sex-based discrimination, *See*, [34 C.F.R. §106](#), including the conduct of any investigation, hearing, or judicial proceeding under this Title IX Grievance Policy.

No person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX of the Education Amendments of 1972 or its implementing regulations, *See*, [85 Fed. Reg. 30026](#).

No person may intimidate, threaten, coerce, or discriminate against any individual because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding or hearing under this Title IX Grievance Policy.

Any intimidation, threats, coercion, or discrimination, for the purpose of interfering with any right or privilege secured by Title IX of the Education Amendments of 1972 or its implementing regulations, *See*, [85 Fed. Reg. 30026](#), constitutes retaliation, whether or not the alleged conduct involves covered sexual harassment. Complaints alleging retaliation by a student may be filed in accordance with NYFA’s Student Code of Conduct, and complaints alleging retaliation by an employee may be filed in accordance with NYFA’s Employee Standards of Conduct

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## APPENDIX A: RULES OF DECORUM

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### ***Purpose of the Rules of Decorum***

Title IX hearings are not civil or criminal proceedings, and are not designed to mimic formal trial proceedings. They are primarily educational in nature, and the U.S. Department of Education, writing about Title IX in the Final Rule “purposefully designed these final regulations to allow recipients to retain flexibility to adopt rules of decorum that prohibit any Party Advisor or Decision-maker from questioning Witnesses in an abusive, intimidating, or disrespectful manner.” *See*, [85 Fed. Reg. 30026, 30319](#) (May 19, 2020).

To achieve this purpose, NYFA may provide for reasonable rules of order and decorum, which may be enforced through the removal of an Advisor who refuses to comply with the rules. *See*, [85 Fed. Reg. 30320](#)



At base, these Rules of Decorum require that all Parties, Advisors, and NYFA staff treat others who are engaged in the process with respect.

The rules and standards apply equally to all Parties and their Advisors regardless of sex, gender, or other protected class, and regardless of whether they are in the role of Complainant or Respondent.

### ***Rules of Decorum***

The following Rules of Decorum are to be observed in the hearing and applied equally to all Parties and Advisors:

1. Questions must be conveyed in a neutral tone.
2. Parties and Advisors will refer to other Parties, Witnesses, Advisors, and NYFA staff using the name and gender used by the person and shall not intentionally mis-name or mis-gender that person in communication or questioning.
3. No Party may act abusively or disrespectfully during the hearing toward any other Party or to Witnesses, Advisors, or Decision-makers.
4. While an Advisor may be an attorney, no duty of zealous advocacy should be inferred or enforced within this forum.
5. The Advisor may not yell, scream, badger, or physically “lean in” to a Party’s or Witness’s personal space. Advisors may not approach the other Party or Witnesses without obtaining permission from the Decision-maker.
6. The Advisor may not use profanity or make irrelevant *ad hominem* attacks upon a Party or Witness. Questions are meant to be interrogative statements used to test knowledge or understand a fact; they may not include accusations within the text of the question.
7. The Advisor may not ask repetitive or redundant questions. This includes questions that have already been asked and answered. When the Decision-maker determines a question has been asked and answered or is otherwise not relevant, the Advisor must move on.
8. Parties and Advisors may take no action at the hearing that a reasonable person in the shoes of the affected Party would see as intended to intimidate that person into not participating in the process or meaningfully modifying their participation in the process.

### ***Warning & Removal Process***

The Decision-maker shall have sole discretion to determine if the Rules of Decorum have been violated. The Decision-maker will notify the offending person of any violation of the Rules.

Upon a second or further violation of the Rules, the Decision-maker shall have discretion to remove the offending person or allow them to continue participating in the hearing or other part of the process.

Where the Decision-maker removes a Party's Advisor, the Party may select a different Advisor of their choice, or accept an Advisor provided by NYFA for the limited purpose of cross-examination at the hearing. Reasonable delays, including the temporary adjournment of the hearing, may be anticipated should an Advisor be removed. A Party cannot serve as their own Advisor in this circumstance.

The Decision-maker shall document any decision to remove an Advisor in the written determination regarding responsibility.

For flagrant, multiple, or continual violations of this Rule, in one or more proceedings, Advisors may be prohibited from participating in future proceedings at NYFA in the Advisor role on a temporary or permanent basis. Evidence of violation(s) of this agreement will be gathered by the Title IX Coordinator or a designee presented to the Dean of Students for cases involving students, Director of Human Resources for cases involving employees, or an appropriate NYFA Administrator. The Advisor accused may provide an explanation or alternative evidence in writing for consideration by the Dean of Students, Director of Human Resources, or an appropriate NYFA Administrator. Such evidence or explanation is due within fifteen (15) working days of receipt of a notice of a charge of re-disclosure or improper access to records. There shall be no right to a live hearing, oral testimony, or cross-examination. The Dean of Students, Director of Human Resources, or an appropriate NYFA Administrator shall consider the evidence under a preponderance of the evidence standard and issue a finding in writing and, if the finding is Responsible, shall include a Sanction. The finding shall be issued in writing to all Parties and Advisors (if there is a current case pending) within thirty (30) calendar days unless extended for good cause. There is no appeal of this finding. Sanctions shall be higher for intentional re-disclosure of records than for negligent re-discourse. In the event that an Advisor is barred permanently or for a term from serving in the role as Advisor in the future, they may request a review of that bar from the Dean of Students, Director of Human Resources, or an appropriate NYFA Administrator no earlier than three-hundred and sixty-five (365) calendar days after the date of the findings letter.

### ***Relevant Questions Asked in Violation of the Rules of Decorum***

Where an Advisor asks a relevant question in a manner that violates the Rules, such as yelling, screaming, badgering, or leaning-in to the Witness's or Party's personal space, the question may not be deemed irrelevant by the Decision-maker simply because of the manner it was delivered. Under that circumstance, the Decision-maker will notify the Advisor of the violation of the Rules, and, if the question is relevant, will allow the question to be re-asked in a respectful, non-abusive manner by the Advisor (or a replacement Advisor, should the Advisor be removed for violation of the Rules). See, [85 Fed. Reg. 30331](#).

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## APPENDIX B: GUIDE FOR DETERMINING RELEVANCY

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### *What is the purpose of this Guide?*

On May 19, 2020, the U.S. Department of Education issued Final Rules governing the Title IX Grievance Policy and Procedure, effective August 14, 2020. The Final Rule requires that all institutions hold a live hearing before making any determination regarding responsibility for covered sexual harassment. This hearing must provide for live cross-examination by the Parties' Advisors.

Any question posed by the Advisors must be evaluated for "relevance" in real time by the hearing officer. According to Final Rule, See, [34 C.F.R §106.45\(b\)\(6\)\(i\)](#):

Only relevant cross-examination and other questions may be asked of a Party or Witness. Before a Complainant, Respondent, or Witness answers a cross-examination or other question, the Decision-maker(s) must first determine whether the question is relevant and explain any decision to exclude a question as not relevant.

### *What is a relevant question?*

The Department of Education encourages institutions to apply the "plain and ordinary meaning" of relevance in their determinations. See, [85 Fed. Reg. 30026, 30304](#) (May 19, 2020). A relevant question will ask whether the facts material to the allegations under investigation are more or less likely to be true. See, [85 Fed. Reg. 30294](#). A question not directly related to the allegations will generally be irrelevant. Officials should use common sense in this understanding. Things may be interesting or surprising but may not be relevant.

Relevance decisions should be made on a question-by-question basis, looking narrowly at whether the question seeks information that will aid the Decision-maker in making the underlying determination.

The relevance decision should not be based on:

- Who asked the question,
- Their possible (or clearly stated) motives,
- Who the question is directed to,
- The tone or style used to ask about the fact(s),
- The sex or gender of the Party for whom it is asked or to whom it is asked
- Their status as Complainant or Respondent,
- Their past status as Complainant or Respondent,
- Any organizations of which they are a member, or
- Any other protected class covered by federal or state law (e.g. race, sexual orientation, disability).

If a question is relevant but offered in an abusive or argumentative manner, the Decision-maker has the discretion to ask the Advisor to rephrase the question in an appropriate manner, consistent with NYFA’s Rules of Decorum Policy for hearings.

***What if the question is “prejudicial” and concerns sensitive or embarrassing issues?***

Much of the content within these hearings may be considered sensitive and/or embarrassing by Parties or Advisors. However, relevant questions need to be considered even if a Party or Advisor believes the danger of unfair prejudice substantially outweighs their probative value. Only irrelevant questions (detailed below), including about the Complainant’s prior sexual history, may be excluded.

***What is an irrelevant question?***

**1. Question about Complainant’s Prior Sexual Behavior or Sexual Predisposition**

Questions and evidence about the Complainant’s sexual predisposition or prior sexual behavior are not relevant, unless:

- a. Such questions and evidence about the Complainant’s prior sexual behavior are offered to prove that someone other than the Respondent committed the conduct alleged by the Complainant, or
- b. if the questions and evidence concern specific incidents of the Complainant’s prior sexual behavior with respect to the Respondent and are offered to prove consent. See, [34 C.F.R. § 106.45\(6\)\(i\)](#).

**2. Question regarding Privileged Information**

Questions that constitute, or seek disclosure of, information protected under a legally-recognized privilege are irrelevant. See, [34 C.F.R. § 106.45\(1\)\(x\)](#). Individuals with legal privilege may include medical providers (physician, dentist, podiatrist, chiropractor, nurse), psychologists, clergy, rape crisis counselors, and social workers, depend on the state. Each state has its own rules around privilege.

**3. Questions about Undisclosed Medical Records**

Questions that call for information about any Party’s medical, psychological, and similar records are irrelevant unless the Party has given voluntary, written consent. See, [85 Fed. Reg. 30026, 30294](#) (May 19, 2020).

**4. Duplicative Questions**

Questions that repeat, in sum or substance, questions already asked by the Decision-maker prior to cross-examination, or by a Party’s Advisor during cross-examination, may be ruled duplicative, and therefore irrelevant.

### *How should the Decision-maker reach a relevance determination?*

The Decision-maker may, at their discretion, exclude questions if the question's probative value is outweighed by the probability that the question's response may necessitate an undue consumption of time, may create substantial danger of undue prejudice, may confuse the issues, or may be misleading.

### *What should the relevance determination consist of?*

The Department of Education explains that the Final Rule “does not require a Decision-maker to give a lengthy or complicated explanation” in support of a relevance determination. Rather, “it is sufficient, for example, for a Decision-maker to explain that a question is irrelevant because the question calls for prior sexual behavior information without meeting one of the two exceptions, or because the question asks about a detail that is not probative of any material fact concerning the allegations.” See, [85 Fed. Reg. 30343](#).

As such, the Decision-maker need only provide a brief explanation of the determination, which will ordinarily consist of one of the following statements depending on the situation:

#### **1. Generally probative questions**

- a. The question is relevant because it asks whether a fact material to the allegations is more or less likely to be true.
- b. The question is irrelevant because it asks about a detail that does not touch on whether a material fact concerning the allegations is more or less likely to be true. See, [85 Fed. Reg. 30026, 30343](#) (May 19, 2020).

#### **2. Question about Complainant's Prior Sexual Behavior or Sexual Predisposition**

- a. The question is relevant because although it calls for prior sexual behavior information about the Complainant, it meets one of the two exceptions to the rape shield protections, See, [34 C.F.R. § 106.45\(b\)\(6\)\(i\)](#), and it tends to prove that a material fact at issue is more or less likely to be true:
  - i. Exception one: The question is asked to prove that someone other than the Respondent committed the conduct alleged by the Complainant.
  - ii. Exception two: The question concerns specific incidents of the Complainant's prior sexual behavior with respect to the Respondent and is asked to prove consent.
- b. The question is irrelevant because it calls for prior sexual behavior information about the Complainant without meeting one of the two exceptions to the rape shield protections, See, [34 C.F.R. § 106.45\(b\)\(6\)\(i\)](#).

### 3. Question regarding Privileged Information

- a. The question is irrelevant because it calls for information shielded by a legally-recognized privilege.
- b. The question is relevant because, although it calls for information shielded by a legally-recognized privilege, that privilege has been waived in writing, and the question tends to prove that a material fact at issue is more or less likely to be true.

### 4. Questions about Undisclosed Medical Records

- a. The question is irrelevant because it calls for information regarding a Party's medical, psychological, or similar record without that Party's voluntary, written consent. See, [85 Fed. Reg. 30026, 30294](#).
- b. The question is relevant because although it calls for a Party's medical, psychological, or similar records, that Party has given their voluntary, written consent to including this material, and it tends to prove that a material fact at issue is more or less likely to be true. See, [85 Fed. Reg. 30026, 30294](#).

### 5. Duplicative Questions

- a. The question is irrelevant because it is duplicative of a question that was asked and answered.

The Decision-maker may relay a longer explanation if necessary under the circumstances.

The relevance determination will be conveyed orally, except as needed to accommodate a disclosed disability of a hearing participant, and all relevance determinations will be preserved in the record of the proceeding.

#### **May the Parties and/or their Advisors ask the Decision-maker to reconsider their relevance decision?**

Any Party or their Advisor may request that the Decision-maker reconsider their relevance determination.

The Decision-maker may deny or grant the request to reconsider. This determination is final, but may be subject to appeal under the Title IX Grievance Policy and Procedure.

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## APPENDIX C: STUDENT BILL OF RIGHTS

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During the process outlined within this Policy, Complainants and Respondents are afforded specific procedures that provide them the right(s) to:

1. Make a report to local law enforcement and/or state police;
2. Have disclosures of domestic violence, dating violence, stalking, and sexual assault treated seriously;
3. Make a decision about whether or not to disclose a crime or violation and participate in the judicial or conduct process and/or criminal justice process free from pressure by the institution;
4. Participate in a process that is fair, impartial, and provides adequate notice and a meaningful opportunity to be heard;
5. Be treated with dignity and to receive from NYFA courteous, fair, and respectful health care and counseling services, where available;
6. Be free from any suggestion that the reporting individual is at fault when these crimes and violations are committed, or should have acted in a different manner to avoid such crimes or violations;
7. Describe the incident to as few NYFA representatives as practicable and not be required to unnecessarily repeat a description of the incident;
8. Be protected from retaliation by NYFA, any student, the accused and/or the Respondent, and/or their friends, family and acquaintances within the jurisdiction of NYFA;
9. Have access to at least one level of appeal of a determination;
10. Be accompanied by an Advisor of their choice who may assist and advise a reporting individual, accused, or respondent throughout the judicial or conduct process including during all meetings and hearings related to such process; and
11. Exercise civil rights and practice of religion without interference by the investigative, criminal justice, or judicial or conduct process of NYFA.

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# ADDENDUM #4: TUITION & COSTS

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**Explanation of Revision:** Fixed an error in the tuition listing for Summer 22 MA Film & Media Production in the first Amendment to the 2022-23 NYFA LA Course Catalog.

Below is the correct listing for semester 2 & 3 as well as the updated total tuition:

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**MASTER OF ARTS**

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Department	Program	Semester	Tuition	Equipment & Technology Fee	Activity Fee	Total Tuition
Film & Media Production	MA	1 <sup>st</sup> Semester	\$14477	\$1473		
		2 <sup>nd</sup> Semester	\$14969	\$1563	\$100	
		3 <sup>rd</sup> Semester	\$14969	\$1563	\$100	<b>\$49,214</b>

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**ADDENDUM #5:  
UNDERGRADUATE ADMISSIONS  
POLICY: BACHELOR OF FINE  
ARTS**

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**Explanation of Revision:** Updated submission requirements for the BFA Photography creative portfolio from 5-10 photographs to 10-15 photographs.

Please see below the updated **Undergraduate Admissions Policy: Bachelor of Fine Arts** catalog entry.

# UNDERGRADUATE ADMISSIONS POLICY: BACHELOR OF FINE ARTS

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All students pursuing an undergraduate Bachelor of Fine Arts (BFA) degree from The New York Film Academy must be proficient in English and have earned a high school diploma (at a minimum) or an acceptable equivalent. In addition to the Supporting Materials required, each applicant must submit a Creative Portfolio that illustrates the applicant's ability to take on undergraduate level study, and shows a potential for success within the profession.

All transcripts and supporting materials must be submitted digitally.

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## REQUIRED APPLICATION MATERIALS

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Undergraduate (BFA) applicants must submit the following materials for admission:

1. Completed Undergraduate (BFA) Program Application
2. Application Fee
3. High School Transcript
4. Narrative Statement
5. Letters of Recommendation
6. Creative Portfolio
7. Proof of English Proficiency

The following sections provide detailed information regarding each required application material.

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## APPLICATION

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Students must submit a completed undergraduate program application. Applications are available online at: [www.nyfa.edu/applications/bfa1.php](http://www.nyfa.edu/applications/bfa1.php).

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## APPLICATION FEE

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Students must submit a non-refundable \$75 application fee, payable online as part of the online application.

Prior to enrollment, students may request to change their Start Date, Program, or Location up to three times, before incurring a new application fee. Upon a 4th request and any subsequent request

to change Start Date, Program, or Location, a new application fee will be charged each time of such request in the amount of the published application fee at the time of the request.

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## HIGH SCHOOL TRANSCRIPT

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- All students pursuing an undergraduate degree from the New York Film Academy must submit an official, final high school transcript in order to complete their application.
- Hard copies of official transcripts must be mailed to New York Film Academy directly from the high school in a sealed envelope.
- Students wishing to submit transcripts digitally can do so by contacting their NYFA admissions representative for instructions. Digital transcripts may be submitted using a digital submission service (such as Parchment) or your high school's own digital delivery service.
- Home-schooled students must submit an official, original transcript accredited by their home state.
- GED earners must submit an official, original state-issued high school equivalency certificate.
- The New York Film Academy generally does not consider prior experiential learning as a substitute for the transcript requirements described above.

Students completing high school in a foreign country, where a language other than English is the official language, and who are able to produce an original transcript, must have it translated into English by an education evaluation service that offers translation services.

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## NARRATIVE STATEMENT

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The narrative statement should be a mature and self-reflective essay (max. 3 typed pages) detailing the applicant's reasons for pursuing a Bachelor of Fine Arts degree in the visual arts. The essay should take into account the individual's history, formative creative experiences, contemporary influences and inspirations, and personal artistic dreams.

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## LETTERS OF RECOMMENDATION

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BFA applicants must submit a minimum of two (2) letters of recommendation verifying the applicant's ability to successfully take on undergraduate study in the relevant field. Recommenders should be in a position to evaluate the applicant's readiness, such as teachers, supervisors, counselors, or coaches. Letters must be submitted directly to the Admissions Office by the individual writing on the applicant's behalf. Hard copy letters must be sealed and stamped. Alternatively, letters may be sent via email by the individual writing on the applicant's behalf.

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## CREATIVE PORTFOLIO

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BFA applicants must submit a creative portfolio, according to the below requirements:

All creative portfolio materials must be submitted digitally. Applicants should consult with their admissions representative for guidance on acceptable formats (such as pdf, text files, web links, etc.). All video submissions must be uploaded by the applicant to a streaming video site (such as Vimeo or YouTube), and a link to the site must be provided in the application materials.

All portfolio materials must be submitted with an accompanying description contextualizing the nature and purpose of the project.

Collaborative work may be submitted, but applicants must detail what role they had in the creation of the work.

Portfolio materials will not be returned.

### **3-D ANIMATION AND VFX BFA**

Portfolios may consist of:

3-5 works, including drawings, paintings, cartoons, comics, conceptual illustrations, graphic renderings, digital images, slides of 3-D models, sculptures, or other visual designs which display the applicant's creative abilities.

### **ACTING FOR FILM BFA**

The creative portfolio for Acting programs should be a selection of filmed monologues that show the breadth and depth of the actor's abilities. Applicants should submit two contrasting audition pieces in their portfolio: ideally, one dramatic monologue and one comedic monologue.

#### **Monologue requirements:**

- 2 contemporary (published after 1960) monologues.
- Monologues should be contrasting: one dramatic, one comedic.
- Monologues should be approximately 60-90 seconds in length each.

## **FILMMAKING BFA**

Portfolios may consist of:

### ***Writing Sample (select from a, b, or c):***

- a. Excerpt from an original screenplay or prose fiction piece (5-10 pgs.)
- b. Original short story, article or critical studies essay examining a literary or cinematic work (play, screenplay, television series, film, etc.) (3-7 pgs.)
- c. Treatment or outline of a film, webisode or television series concept (3-7 pgs.)

Or a visual sample from the below:

### ***Visual Sample (select from a or b):***

- a. Any visual or studio art, including, but not limited to: paintings, drawings, sculptures, set designs, mixed media arts, photographs (3-10 pieces), with an accompanying description contextualizing the submission
- b. Live-action or animated fiction or non-fiction film/video (3-10 minutes in length). Applicants must describe what part they had in creating the project.

## **GAME DESIGN BFA**

Portfolios may consist of (select from a, b, or c):

- a. 3-5 drawings, paintings, cartoons, comics, conceptual illustrations, graphic renderings, storyboards, digital images, slides of 3-D models, sculptures, character designs, storyboards, 2D art and animation, 3D art and animation or other visual designs which display the applicant's creative abilities.
- b. 3-5 Unity prototypes, game modifications, Github profiles, code samples, paper game prototypes, level maps, design documents, skill trees, or system diagrams.
- c. 1-3 Game business plans and marketing one-sheets.

## **GRAPHIC DESIGN BFA**

Portfolios may consist of:

3-5 drawings, paintings, cartoons, comics, conceptual illustrations, graphic renderings, storyboards, digital images, slides of 3-D models, sculptures, character designs, storyboards, 2D art and animation, 3D art and animation or other visual designs which display the applicant's creative abilities.

## PHOTOGRAPHY BFA

Portfolios may consist of:

10-15 photographs with an accompanying description contextualizing the submission.

## PRODUCING BFA

Portfolios may consist of (select from a, b, or c):

- a. Excerpt from an original screenplay or prose fiction piece (5-10 pgs.)
- b. Original short story, article or critical studies essay examining a literary or cinematic work (play, screenplay, television series, film, etc.) (3-7 pgs.).
- c. Treatment or outline of a film, webisode or television series concept (3-7 pgs.)

## SCREENWRITING BFA

Portfolios may consist of (select from a, b, or c):

- a. Excerpt from an original screenplay or prose fiction piece (5-10 pgs.)
- b. Original short story, article or critical studies essay examining a literary or cinematic work (play, screenplay, television series, film, etc.) (3-7 pgs.).
- c. Treatment or outline of a film, webisode or television series concept (3-7 pgs.)

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## PROOF OF ENGLISH PROFICIENCY

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Non-U.S. residents or international applicants, for whom English is not the first or native language), are required to submit proof of English proficiency, in the form of:

- TOEFL (Test of English as a Foreign Language) score of 520 or higher (190 for computer-based test or 68 for internet-based test); IELTS 6 or the equivalent.
- A report from a valid English Language School verifying completion of course level equivalent to a 520 Paper-based TOEFL Score.

Students might be eligible to receive an English proficiency waiver under the following conditions:

- Verification that the applicant has been studying in a college or university where the sole language of instruction is English for at least 1 full year at the time of his or her application; or
- Verification that the applicant has been studying in a high school where the sole language of instruction is English for at least 3 full years at the time of his or her application.



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## OPTIONAL SAT /ACT

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For US Citizens, Permanent Residents or applicants from English speaking countries:

New York Film Academy asks all applicants to submit SAT or ACT test scores. This allows us to gain a better understanding of our applicants throughout the admissions process in an effort to serve them better when they become students.

New York Film Academy does not have required minimum test scores. Above all, our undergraduate programs are intensive, rigorous and specialized, where standardized test scores are not always the most useful factor in predicting success. However, when considered thoughtfully among many other factors, test scores can help give the admissions committee a useful indication of the applicant's academic abilities. Applicants are encouraged to discuss the use of SAT and ACT test scores with their admissions representative.

Please use the following institution DI codes when submitting test scores:

Los Angeles Campus: 6513

New York Campus: 7863

South Beach Campus: 7862

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## INTERVIEW

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As part of the admissions process, BFA applicants may be required to have an interview by phone or in person with a New York Film Academy representative. The purpose of the interview is to identify the applicant's goals and prior experience. The ideal applicant has a passion for storytelling, creative expression, and artistic collaboration. The interview is also an opportunity to review the curriculum of the program with the applicant and to ensure that s/he fully understands the level of commitment required to successfully complete the degree.

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## TUITION DEPOSIT

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Once admitted to NYFA, students must pay a required deposit to secure their place in the BFA program.

The deposit for all long-term programs (one year or longer) is \$500, which is applied toward the first term's tuition payment. Most of the deposit is refundable, except a \$100 administrative processing fee.

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## ADMISSION STIPULATION

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Please note that admission to any New York Film Academy program is based upon applicant information received during the admissions process. If, however, a student, after having been admitted but before starting classes, demonstrates that he/she is not fully prepared to commence studies at the Academy, NYFA will meet with the student to determine a proper course of action. This may include additional testing or instruction, deferring enrollment to a later semester, or enrollment in a different program of study better suited to the student.

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## REQUIREMENTS FOR STUDENTS RE-APPLYING TO NYFA

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There are certain instances in which students re-apply for one or more programs at New York Film Academy. Each of these situations has its own set of requirements. Re-applying students must work with a NYFA admissions representative to determine which set of requirements they must fulfill. Due to the unique nature of individual students' circumstances, final determination of application requirements for any student will rest with the Admissions Review Office.

**In all of the following cases, other than returning from a Leave of Absence, a new Application must be completed by the student.**

All tuition and fees, curricular requirements, and institutional policies and procedures will follow the current catalog for any returning or newly matriculating student, not the original catalog under which the student applied for admission or originally attended a NYFA program.

Any other institutional, regulatory, or accreditation standards or policies notwithstanding, the following apply:

**Students who are on an approved Leave of Absence from NYFA and wish to return to their current program will require:**

- No new application materials are needed.
- Return to the program must be within 180 days from start from the Leave of Absence.

**Students who previously applied to a NYFA degree program, were accepted, but never attended, and the previous acceptance was for a semester within the past 3 semesters (e.g., Fall semester of one calendar year through Summer semester of the following calendar year) will require:**

- Updated personal narrative (including an explanation as to why the student did not matriculate originally).

**Students who previously applied to a NYFA degree program, were accepted, but never attended, and the previous acceptance was for a semester earlier than the past 3 semesters will require:**

- Updated personal narrative (including an explanation as to why the student did not matriculate originally)
- New letters of recommendation (for programs for which letters of recommendation are required)
- New creative portfolio
- New transcript required if the original transcript does not meet the requirements of the new program.

**Students who have withdrawn or have been administratively withdrawn from a NYFA program and apply to re-enter the same program within 3 semesters from the date of withdrawal will require:**

- Petition to the Admissions Review Office\*.

**Students who have withdrawn or have been administratively withdrawn from a NYFA degree program and apply to finish the same program after 3 semesters from date of withdrawal have passed will require:**

- Petition to the Admissions Review Office\*
- New letters of recommendation (for programs for which letters of recommendation are required)
- New creative portfolio.

**Students who have withdrawn or have been administratively withdrawn from one NYFA program and apply to a new program may require one or more of the following:**

- Petition to the Admissions Review Office\*
- New letters of recommendation (in certain cases, letters may be furnished by NYFA instructors)
- New creative portfolio
- New transcript required if the original transcript does not meet the requirements of the new program.

**Students who have successfully completed one Master's degree program (MA or MFA) and apply for a new Master's degree program will require:**

- All admissions materials as stated in the general Master's degree admissions policy are required.
- Students may only apply for a term that begins at least 3 full semesters after graduation from the first master's program.
- Students may appeal the 3-semester waiting period requirement by submitting an appeal for a waiver for exceptional cases.

**Students who have successfully completed a One- or Two-Year certificate program and apply for advanced standing in an undergraduate or graduate degree program within the same discipline will require:**

- All admissions materials as stated in the general undergraduate or graduate degree program admissions policy are required. Certain departments or programs may require that one or more letters of recommendation be furnished by NYFA instructors. Students are advised to check with their department and admissions representative to confirm the program's specific requirements.
- Students wishing to transfer from a certificate program to a degree program may only do so if they graduate from the certificate program with a cumulative grade point average (GPA) equal to the required GPA for the intended degree program (2.0 for undergraduate degrees, and 3.0 for graduate degrees).

**Students who have successfully completed any NYFA program and apply to begin any new NYFA program will require:**

- Notwithstanding any additional specific requirements detailed above (such as Master's degree to Master's degree), all admissions materials as stated in the general program admissions policy of the new program are required.

**Students previously denied admission to a NYFA program now re-applying for the same or a different NYFA program will require:**

- All admissions materials as stated in the relevant NYFA program admissions policy are required
- May only apply for a term that begins at least 3 full semesters after the term for which they were denied.

**Students who are withdrawn through the Voluntary or Involuntary Medical Withdrawal processes are informed of their conditions for return at the time of their withdrawal.**

**Students who are suspended as a result of a NYFA policy violation are informed of their conditions for return at the time of their suspension.**

\* A Petition to the Admissions Review Office should include the following:

- The circumstances that led to the student's withdrawal.
- Why the circumstances that led to the student's withdrawal will no longer affect their ability to succeed at the New York Film Academy and how the student plans to succeed in their program if readmitted.
- Any additional information that the student would like the Admissions Review Office to consider while reviewing the petition for re-admittance.
- The circumstances that led to any disciplinary issues during the student's time at NYFA, if applicable.

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ADDENDUM #6: MA IN  
ENTREPRENEURIAL  
PRODUCING & INNOVATION

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**Explanation of Revision:** Beginning in Spring 2023, NYFA will be offering an online only MA degree in Entrepreneurial Producing & Innovation.

Please see below the new MA in Entrepreneurial Producing & Innovation catalog entry as well as tuition & cost and academic date information.

# 2023

## ACADEMIC CALENDAR

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### MASTER OF FINE ARTS IN ENTREPRENEURIAL PRODUCING & INNOVATION

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#### *Spring 2023*

Registration: 1/3/23

1st Semester: 1/9/23 - 4/22/23

2nd Semester: 5/1/23 - 8/12/23

3rd Semester: 8/28/23 - 12/12/23

#### *Summer 2023*

Registration: 4/24/23

1st Semester: 5/1/23 - 8/12/23

2nd Semester: 8/28/23 - 12/12/23

3rd Semester: 1/8/24 - 4/20/24

#### *Fall 2023*

Registration: 8/21/23

1st Semester: 8/28/23 - 12/12/23

2nd Semester: 1/8/24 - 4/20/24

3rd Semester: 4/29/24 - 8/10/24

# TUITION & COSTS

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All tuition costs are listed in USD and are subject to change. Please check the NYFA website for any updates in tuition, equipment or lab fees. Students will also incur additional expenses on their own productions. This varies depending on the scale of the projects, how much film they shoot or how much of their work they choose to print.

Total tuition costs are based on the prescribed length of the program. Students who receive transfer credit for previous academic work or training may be entitled to a reduction in tuition. This reduction in tuition would be on a pro-rated, per credit unit basis, depending on the number and type of units transferred, and the course(s)/semester(s) to which they apply.

Students have the option to pay tuition and institutional fees & charges in full, after the student has been accepted and enrolled.

Tuition is due 30 days prior to the first day of class.

Students should be aware that any balance remaining unpaid after the due date will be subject to late payment charges in accordance with the NYFA policy and may be subject to registration hold. For programs running four weeks or less, the late fee is a minimum of \$50 or 1% of the outstanding balance whichever is greater. For programs longer than four weeks, the late fee is a minimum of \$100 or 1% of the outstanding balance whichever is greater.

For new applications completed within 30 days of the start of class, payments in full are due five business days after admission but no later than the program start date.

Students who have completed their application for federal aid funding prior to the priority deadline date, will not be charged or otherwise penalized due to a delay in the delivery of federal financial aid funding.

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## VA PENDING PAYMENT COMPLIANCE

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In accordance with Title 38 US Code § 3679 subsection (e), this school adopts the following additional provisions for any students using U.S. Department of Veterans Affairs (VA) Post 9/11 G.I. Bill® (Ch. 33) or Vocational Rehabilitation & Employment (Ch. 31) benefits, while payment to the institution is pending from the VA. This school will not:

- Prevent the student's enrollment;
- Assess a late penalty fee to the student;
- Require the student to secure alternative or additional funding;



- Deny the student access to any resources (access to classes, libraries, or other institutional facilities) available to other students who have satisfied their tuition and fee bills to the institution.

However, to qualify for this provision, such students will be required to provide the enrolling institution with a copy of his/her VA Certification of Eligibility (COE). A “certificate of eligibility” can also include a “Statement of Benefits” obtained from the U.S. Department of Veterans Affairs’ (VA) website; eBenefits; or a VAF 28-1905 form, for chapter 31 authorization purposes.

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## Tuition & Costs - Spring 2023 - Fall 2023

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Department	Program	Semester	Tuition	Equipment & Technology Fee	Activity Fee	Total Tuition
Entrepreneurial Producing & Innovation	MA	1 <sup>st</sup> Semester	\$14,500	\$500		
		2 <sup>nd</sup> Semester	\$14,500			\$29,500

Department	Program	Semester	Tuition	Equipment & Technology Fee	Activity Fee	Total Tuition
Entrepreneurial Producing & Innovation	MA	1 <sup>st</sup> Semester	\$14,500	\$500		
		2 <sup>nd</sup> Semester	\$14,500			\$29,500

Department	Program	Semester	Tuition	Equipment & Technology Fee	Activity Fee	Total Tuition
Entrepreneurial Producing & Innovation	MA	1 <sup>st</sup> Semester	\$14,993	\$517		
		2 <sup>nd</sup> Semester	\$14,993			\$30,503

# MASTER OF ARTS IN ENTREPRENEURIAL PRODUCING & INNOVATION

(OFFERED ONLINE ONLY)

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Total Credits Required: 49 Units

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## OVERVIEW

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The New York Film Academy Master of Arts (MA) in Entrepreneurial Producing and Innovation is a three-semester, online degree program, designed to equip graduates with the skills and knowledge necessary to excel in the 21<sup>st</sup> Century media landscape. The program cultivates expertise in producing creative content with an eye towards assuming executive leadership roles in the global entertainment industry. An interdisciplinary approach spans the creative and business aspects of making, marketing, and distributing scripted and unscripted projects across multiple platforms including theatrical motion pictures, streaming platforms, television (broadcast and cable), and alternative media. The degree establishes a practical understanding of entrepreneurship, communication skills, networking, mentorship, curation, story analysis and innovative critical thinking in the modern digital age. Graduates emerge from the program with an e-portfolio including but not limited to media content, pitch decks, and business plans created for both individual projects as well as start-up production entities.

The proposed curriculum addresses the following core competencies: Creative Thinking, Storytelling, Project Management, Entrepreneurship, IP Administration, Communication & Collaboration.

- Students will apply creative thinking theory and research methodologies to bond business and artistic disciplines.
- Students will critically view an artistic work product across media and formats and synthesize findings and theories in effective oral and written presentations.
- Students will compare multiple storytelling approaches and their applications to develop and pitch original story concepts for a variety of target markets.
- Students will explain diverse marketing paradigms used in the Creative Industries and create marketing strategies for artistic and cultural products that include information and offerings that have value to viewers or consumers.
- Students will discuss and support a project vision applying motivational presenting techniques.
- Students will use task management and performance evaluation methods.
- Students will analyze legal, financing, marketing and distribution strategies as they pertain to films and other media and apply these strategies to a variety of creative and business scenarios.

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## SEMESTER ONE OVERVIEW

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Contemporary producers oversee the entire process of media creation. In semester one, students are introduced to the basic building blocks integral to making content. This foundation includes, but is not limited to, the role of the creative producer, the nuts and bolts of production management, identifying story ideas and obtaining rights to intellectual property, creating and analyzing scripts, and the development of pitching and business communication skills. Through the Semester, students write treatments, short film scripts, and create pitch decks.

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## SEMESTER ONE OBJECTIVES

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- Students will gain understanding of the complete production process, from pre-production to deliverables, as well as strategies for keeping the production on target
- Students will seek and obtain feasible project material, as well as the legal and technical steps involved in doing so
- Students will pursue critical, creative and collaborative thinking skills that will give them an edge in developing ideas that can be turned into projects
- Students will analyze, evaluate and criticize film and visual media content
- Students will develop a variety of pitches methodologies applicable in different contexts
- Students will develop a roadmap for their future career producing path
- Students will develop business writing skills to design professional emails, press releases, reports and proposals

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## SEMESTER TWO OVERVIEW

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In semester two, students continue to develop foundational skills while beginning to apply their knowledge to specific projects. The exploration of financing and marketing fundamentals, together with an understanding of basic legal and research concepts, lays the groundwork for single project business plan creation. Students explore dual perspectives of the media industry by looking back at the history of visual arts, while also probing the future of alternative media. The application of newly acquired skills results in the creation of short content projects, a single project business plan, and an alternative media franchise proposal.

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## SEMESTER TWO OBJECTIVES

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- Students will develop skills in understanding the role of algorithms in contemporary qualitative and quantitative research methods and apply their research findings to the development of effective proposals
- Students will demonstrate an understanding of the fundamental principles of law and business affairs practices pertaining to the entertainment industry
- Students will distinguish between marketing and promotion components
- Students will compare multiple routes to funding and investment in the creative sector
- Students will examine the history of the visual arts to identify strategies that artists and image-makers have used to tell stories
- Students will go through the process of creating a short content production based on a short script they write

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## SEMESTER THREE OVERVIEW

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“What does a global media company look like in the 21<sup>st</sup> Century?” Semester three builds upon developing knowledge and skills, and inspires students to apply these tools to real world entrepreneurial constructs. Students will consider the challenges and opportunities presented by the dynamic landscape of the international television and alternative media industries. They will also explore the role of curation within the visual arts and learn to apply advanced legal and business concepts to structuring deals. Students will also be introduced to and interact with a variety of working industry professionals. The culminating projects in semester three include the production of a web series pilot, the creation of a television series bible as well as a curatorial exhibition proposal and a company business plan.

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## SEMESTER THREE OBJECTIVES

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- Students will acquire team management methodologies, including information sharing, process measurement and analysis, communication with stakeholders
- Students will be exposed to and practice negotiation and deal making approaches
- Students will prepare development, production and content acquisition deals
- Students will create a Company Business Plan, including outlining and articulating a mission statement, management structure, articles of incorporation, project slate, media strategy and international distribution objectives
- Students will investigate key components of curating film and other media IP acquisition, collecting and archiving, exhibition planning, conservation and interpretation

- Students will develop a web series with a clear beginning, middle and end as well as “hooks” for bringing audiences back episode to episode
- Students will understand how to develop, pitch, finance, produce, sell, license, deliver and market a television series
- Students will review and explain the key characteristics of successful enterprises, entrepreneurs and leaders of the Creative Industries
- Students will present their Capstone Projects: an E-Portfolio, as well as finalize and present a 20-minute defense during a final presentation to a faculty and Chair commission followed by feedback and Q&A.

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## CURRICULUM

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<u><i>Semester One</i></u>	<u><i>Units</i></u>
PROD505R Producing Essentials	3
PROD515R Line Producing & Production Accounting	3
PROD525R Idea Generation & Screenwriting Fundamentals	2
PROD535R The Art of Pitching	3
HATM500R Navigating the Producer’s Roadmap	3
ARHU500R Business Writing	3
<b><u>Required</u></b>	<b><u>17</u></b>

<u><i>Semester Two</i></u>	<u><i>Units</i></u>
PROD605R Collaboration & Short Content Production	2
PROD615R Business of Media: Marketing & Finance	3
PROD625R Research Methodologies	3
PROD635R Entertainment Law	3
PROD645R Producing Alternative Media	3
HATM510R History of Narrative in the Visual Arts	3
<b><u>Required</u></b>	<b><u>17</u></b>

<i><u>Semester Three</u></i>		<i><u>Units</u></i>
PROD705R	Web Series Plot	2
PROD715R	TV Series Bible	3
PROD725R	Entrepreneurship & Business Creation	3
PROD735R	Curation	3
PROD745R	Business Affairs	3
PROD755R	Industry Speaker Series & E- Portfolio Presentation	1
<b><u>Required</u></b>		<b><u>15</u></b>

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## COURSE DESCRIPTIONS

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### *Semester One*

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#### PRODUCING ESSENTIALS

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Students will develop and refine their producing skills. Students will gain an understanding of the entire production process from development through marketing and distribution.

#### LINE PRODUCING & PRODUCTION ACCOUNTING

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This course provides an overview of the physical aspects of production including but not limited to scheduling, budgeting, financial accounting, and managerial line producing functions specific to the entertainment industry, with application to other areas of media production, including film, television, commercials, web series, music videos, and more. Students analyze techniques and control procedures for accurate preparation and presentation of budgets and financial statements.

#### IDEA GENERATION & SCREENWRITING FUNDAMENTALS

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In this course students will pursue critical, creative and collaborative thinking skills that will give them an edge in developing ideas that can be turned into projects. Producers will engage in activities that will spark their inspiration and use screenwriting fundamentals that they learn to generate treatments and a short content script that will take into development and production in future semesters.

## THE ART OF PITCHING

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Students explore different storytelling pitch approaches and learn how to employ effective storytelling for the benefit of an organization or production company.

## NAVIGATING THE PRODUCER'S ROADMAP

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This course is designed for students to explore their personal roadmaps and future career as a producer. Students will examine their academic, personal, and professional growth in a learning environment that champions critical thinking, problem solving, and in-depth discussions. In addition to project-based assignments, students will develop an e-Portfolio that will showcase their personal work for a professional audience.

## BUSINESS WRITING

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Business Writing for Producers introduces students to techniques, practices and principles of communication strategy essential to external and organizational communication in film production. The course is designed not only to help students write effectively in a business environment, but also to improve research skills, analyze complex ideas, and develop the skill of effective argumentation, and to write clear, grammatical, well-structured communications. Special emphasis on audience as well as the ethics of business writing.

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## *Semester Two*

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## COLLABORATION & SHORT CONTENT PRODUCTION

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In this course students acquire collaboration methodologies, including but not limited to assembling a team, developing leadership skills, and time management skills. Students learn the characteristics of a high performance producer including information sharing, communicating with stakeholders, flexibility and adaptability to change, and teamwork. In the second half of the course, students will use their acquired skills as they go through the process of creating a short content production based on a short script they write.

## BUSINESS OF MEDIA: MARKETING & FINANCE

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In this course students learn the value of creating commercially viable projects and engaging audiences. They will learn how to use various marketing strategies and tools in order to maximize the commercial potential of projects. Students will investigate the wide-ranging financial opportunities, risks and challenges faced by content creators, organizations and enterprises. This course provides

the students with multiple routes to funding and investment in the creative sector: preparing for finance, getting professional advice, enticing public investment, philanthropic support and business partnerships, crowdfunding and private capital.

## RESEARCH METHODOLOGIES

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This course aims to promote understanding of the role of research in the creative industries and emphasizes the importance of research as a way of validating creativity. It is designed to show students how to work within the research process to produce proposals that are relevant within the creative industries.

## ENTERTAINMENT LAW

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This course is an overview of contract law and how it impacts the entertainment industry. Producing students will study legal issues regarding television, films, recordings, live performances and other aspects of the entertainment industry. Topics include copyright law, intellectual property and talent representation. Students will be introduced to how law principles affect finance, marketing and distribution models for both studio and independent films.

## PRODUCING ALTERNATIVE MEDIA

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It is essential for the producer to keep up-to-date on evolutions in media technology and storytelling innovations that continue to emerge on an increasingly rapid basis. In this course, students will get the opportunity for real-world, hands-on experience as they develop their own content for web and/or mobile, where they will learn developing, producing, distributing and promoting content. Students will also learn about the most current alternative media formats, branded entertainment, web series history, social media promotion, funding options, and selling document creation.

## HISTORY OF NARRATIVE IN THE VISUAL ARTS

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Students will examine the history of the visual arts to identify strategies that artists and image-makers have used to tell stories. Looking at different historical periods, students will examine how the formal aspects of classic works are designed, and the various ways in which they visually convey narrative. Class time will be spent looking at how artists' formal decisions reflected the societies, politics, geographies, spiritualities, and cultural habits of their times. Additionally, students will explore the meaning of these visual stories within the social and political context of the era. Writing assignments and presentations will allow students to analyze and compare artworks in their own words. A museum field trip will enable students to apply these analytical methods to artworks and their presentations to the public.



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## *Semester Three*

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### WEB SERIES PILOT

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In this course students continue to learn and also apply the fundamentals of filmmaking and production collaboration in a real-life environment through a guided process from preparation to delivery, which will culminate with the creation of a Web Series Pilot.

### TV SERIES BIBLES

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This course details the evolution of an original television series from the idea stage, through development, pitching and broadcast (from the pitch to the Upfronts to the mid-season replacements). Students learn how the television industry operates and how television programs are pitched, financed, developed, marketed, licensed, and syndicated. Students gain an understanding of the collection of television talent and production staff, the network schedule, network demographic concerns, sponsor demographic concerns, and the distinctions between Broadcast Network, Basic Cable, and Premium Cable television. The course delineates the differences between creative (writing) producers and non-writing producers, and addresses the evolution of the medium from its inception through the present day. Students also learn how to devise a series bible as well as write a pilot treatment for an original series.

### ENTREPRENEURSHIP & BUSINESS CREATION

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In this course, students will develop a strategic communication and company business plan that involves outlining and articulating a mission statement, management structure, articles of incorporation, project slate, media strategy and international distribution objectives. They will also learn to communicate corporate goals and objectives, identifying communication goals, defining messages, audiences, and vehicles. They will critically review the key characteristics of successful enterprises, entrepreneurs and leaders within the cultural and more commercially focused Creative Industries. Students will work in peer groups to design and test a business model for a venture of their own choosing including the creation of a branding strategy and marketing materials such as a company website or app.

## CURATION

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In this course students will consider the role of curation within film festival or venue environments, in contexts such as in television programming, screening exhibitions, film series, festivals, immersive experiences and commercial spaces. Students will investigate key components of curating moving image IP acquisitions, collecting and archiving, delivery methods, exhibition planning, conservation, and interpretation.

## BUSINESS AFFAIRS

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In this course, students will delve in "deal-making" structuring, negotiating deals relating to the development, production and acquisition of content. Students will cover advanced entertainment law concepts including acquisition of intellectual property and contract administration.

## INDUSTRY SPEAKER SERIES & E-PORTFOLIO PRESENTATIONS

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Students will attend informative sessions which feature discussions with producers and other industry professionals that connect with topics students have covered in their coursework thus far. Each session includes a Q&A, providing each student access to first-hand impressions of real-world circumstances faced by working industry professionals. At the end of this course, students will present their Capstone Projects: an E-Portfolio, as well as finalize and present a 20-minute defense during a final presentation to a faculty and Chair commission followed by feedback and Q&A.

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# ADDENDUM #7: FINANCIAL AID POLICY

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**Explanation of Revision:** An updated and expanded Satisfactory Academic Progress (SAP) policy has been added to the Financial Aid Policy.

Please see below the revised Financial Aid catalog entry.

# FINANCIAL AID

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The Financial Aid Office is committed to helping students who might not otherwise be able to attend the New York Film Academy (NYFA). The Financial Aid Office facilitates a variety of financial aid programs that assist applicants and students with tuition costs and or living expenses. Financial aid programs may be awarded as grant or loans and are designed to aid students whose personal and family resources cannot meet the full cost of education. Financial aid awards are predominantly supplementary to the family's resources and best efforts to contribute to the student's education.

Financial aid programs include a full array of federal and state grants, student and parent loans and tuition discounts. Most financial aid resources are intended to supplement, not replace, the financial resources of the family. NYFA financial aid is designed to help you with the cost of education, which includes tuition, fees, books, supplies, food, housing and transportation.

Although the primary responsibility for meeting the costs of education rests with the student and family, we recognize that many families have limited resources and are unable to meet educational costs.

Financial aid staff will evaluate the family's financial ability to pay for educational costs in order to distribute limited resources in a fair and equitable manner.

Students that borrow from the federal or private loan programs will have the responsibility to repay the full amount of the loan plus interest, less the amount of any refund.

Applicants and students should become familiar with the following information about the financial aid awards offered at NYFA.

- What basic financial aid is available, including information on all Federal and State programs
- The priority deadlines for submitting applications for each of the financial aid programs available
- How the school determines financial need (i.e. costs for tuition, books and living expenses)
- What resources (outside scholarships and other financial aid, etc.) are considered in the calculating need
- How much financial need has been met
- An explanation of the various programs in the student aid package
- What portion of the financial aid received must be repaid, and what portion is grant aid
- If aid is a loan – interest rates, the total amount to be repaid, payback procedures, length of repayment period time you have to repay the loan and when the repayment is to begin
- The cost of attending the programs
- Any refund policy with which the school is required to comply for the return of unearned tuition and fees

- The requirements and procedures for officially withdrawing from NYFA

It is the student's responsibility to:

- Review all information about school programs prior to enrollment
- Complete all application forms in a timely, accurate manner and send to the correct address
- Accurately complete all applications for student aid (errors can result in delays of receipt of financial aid), intentional reporting of false information on any application forms for federal financial aid is a violation of law and considered a criminal offense subject to penalties under the US Criminal Code.
- Return all additional information, verification, corrections and/or new information requested by the Financial Aid Office
- Read and understand all the forms they are required to sign and keep copies for their own records
- Accept responsibility for all signed agreements
- If the student accepts a loan – notify the lender of any change in name, address or enrollment status
- Know and comply with the deadlines for application or reapplication for aid
- Know and comply with NYFA's refund policy procedure
- Know and comply with NYFA's Satisfactory Academic Progress Policy

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## FINANCIAL NEED

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Students applying for financial aid are required to file the Free Application for Federal Student Aid (FAFSA) in order to be

eligible for all financial aid options except for selected tuition discounts. The FAFSA application determines the Expected Family Contribution (EFC) based on data supplied on the form. Financial need is the difference between the cost of attendance and the EFC determined from the FAFSA for the enrollment period specified on the award notification. After financial need is determined, an aid package is sent. The awards offered are contingent upon when the student applies, when the student is accepted, college resources available and funding levels set by the Federal and State governments.

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## HOW TO APPLY

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1. Complete the FAFSA by going online to <https://studentaid.gov/>
2. Submit requested verification documentation in a timely manner. Selected applicants may be asked to submit signed copies of their Federal Income Tax forms filled in for the last two years and other verification forms to NYFA for review. Financial aid cannot be disbursed without these documents.

3. Apply for Student Loans. To apply for a Direct Student Loan, students must complete a Master Promissory Note (MPN) and Entrance Interview. The MPN and Entrance Interview are available online at <https://studentaid.gov/>  
Continuing students who want to reapply for Direct Loans need to file the FAFSA annually.
4. Additional financial options: other loan options include the Parent PLUS Loan for Undergraduate Students (PLUS), and Graduate PLUS Loan for Graduate Students. PLUS Loan MPN and Credit Check forms can be completed at [www.studentloans.gov](http://www.studentloans.gov).

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## FEDERAL EDUCATION LOANS

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New York Film Academy participates in the Federal Direct student loan program. The federal loan program offers a secure, government-regulated and reasonably affordable way to invest in yourself and your goal of a higher education.

Student Loans are financial obligations that must be repaid. While some loans are based on financial need, there are loan programs available to all federally-eligible students ~ regardless of income. Keep in mind that you should not borrow more than you need or can comfortably repay after leaving school. We recommend using the Loan Repayment Calculator as a guide to what your monthly payments will be once you enter repayment.

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## FEDERAL DIRECT LOAN PROGRAM

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The Federal Direct Stafford Loan program provides lending options for students as well as supplemental PLUS loans for graduate students or parents of dependent undergraduate students. Direct loans offer a variety of deferment and repayment options, and are financed directly by the U.S. Department of Education so there's no need to choose a lender

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## SUBSIDIZED STAFFORD LOANS

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A subsidized loan is awarded on the basis of financial need to undergraduate students only. The U.S. government pays (or subsidizes) the interest on this loan while you are enrolled at least half-time, and until the end of the six-month grace period. The interest rate for undergraduates borrowing the 2018-19 federal fiscal year is a fixed interest rate of 5.05 % for the life of the loan.

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## UNSUBSIDIZED STAFFORD LOANS

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An Unsubsidized Stafford Loan is awarded regardless of need. You are charged interest on the amount disbursed from the date of disbursement and you may either make or defer interest payments while you are in school and during the six-month grace period. If you defer your interest payments, the accumulated interest will be capitalized, or added, to the principal of your loan when you enter repayment. All future interest charges are then based on the new, higher principal amount. The interest rate for the 2020-21 federal fiscal year is 2.75 % for undergraduate borrowers and 4.30 % for students enrolled in a graduate program.

To apply for a Federal Direct Stafford Loan:

- Complete the free application for Federal Student Aid (FAFSA)
- Submit any documentation requested by the Office of Financial Aid.
- When the student's financial aid file is complete, an award package will be generated and sent to your home address.

To accept the loan offer on your award package (you may accept a lesser amount than what is offered):

- Complete the Master Promissory Note (MPN) for Direct Stafford Loans.
- Complete the Online Entrance Counseling.

To remain eligible for a Federal Direct Stafford Loan:

- Complete the free application for Federal Student Aid (FAFSA) for all subsequent award years
- Submit any documentation requested by the Office of Financial Aid
- Avoid bankruptcy
- Maintain Satisfactory Academic Progress
- Remain in satisfactory repayment status on prior loans or request an in school deferment from the NYFA Student Loan Manager.
- Complete online and in in-person exit counseling 30 days prior to completing your program of study. Students are notified of this requirement with follow-up reminder communications to ensure completion of the Exit Counseling requirement.

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## PLUS LOANS

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The Direct PLUS Loan is a credit-based government-insured loan made to graduate students or parents of dependent undergraduate students. The PLUS loan is a non-need based loan, and eligibility is based on the credit history of the borrower. The maximum amount borrowed cannot exceed the student's cost of education minus any other financial assistance (including scholarships,



work-study awards and the Federal Stafford Loan.) PLUS Loans do not have an interest subsidy ~ interest begins accruing on the amount disbursed, from the date of disbursement. PLUS loans are offered to the parents of dependent undergraduate students through the Parent PLUS program. Graduate students may apply for a graduate PLUS loan using the graduate PLUS program.

***Interest Rate:***

The Direct PLUS Loan has a fixed interest rate of 5.30 % for the life of the loan.

***Loan Fee:***

There is an Origination fee on the PLUS Loan. These fees change annually and can be found at <https://studentaid.gov/>.

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## PARENT (PLUS) FOR PARENTS OF DEPENDENT UNDERGRADUATE STUDENTS

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Parents or Step-Parent of dependent undergraduate students can take out a Parent PLUS Loan to supplement their student's aid package. Parents may choose to defer payments on a PLUS Loan until six months after the date the student ceases to be enrolled at least half-time and to pay the accruing interest monthly or quarterly, or to defer interest payments and allow interest to be capitalized quarterly. A parent also has the option to choose not to defer payment, and can begin repaying both principal and interest while student is in school.

For more information on the Parent PLUS Loan and credit worthiness, please visit the following website: <https://studentaid.gov/>.

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## GRADUATE PLUS LOAN FOR GRADUATE STUDENTS

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This program is awarded to students enrolled in graduate or doctorate level programs, and is meant to supplement the funding from the Stafford Unsubsidized Loan program. You must be enrolled at least half-time in a degree-granting program and taking courses that lead to your graduate level degree. Students will receive an automatic deferment on the principal amount of the loan while enrolled at least half-time. You are charged interest from the time the loan is disbursed and may either make or defer interest payments while you are in school and during periods of deferment. If you defer your interest payments, the accumulated interest will be capitalized, or added, to the principal of your loan when you enter repayment. All future interest charges are then based on the new, higher principal amount.

Unlike the Stafford Loan, there is no grace period for the Graduate PLUS Loan, you will enter repayment immediately after you graduate, withdraw or drop to less than half-time enrollment.

For more information on the Graduate PLUS Loan and credit worthiness, please visit: [www.studentloans.gov](http://www.studentloans.gov).

To apply for a Federal Direct Parent PLUS or Graduate PLUS Loan:

- Complete the free application for Federal Student Aid (FAFSA)

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## OTHER TYPES OF FINANCIAL ASSISTANCE

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### ***Private Scholarship Sources:***

While it takes some effort to find these competitive private sources, it is well worth the time to locate additional funds. High school guidance counselors, public libraries, the Office of Financial Aid and websites for scholarship searches are the best sources for students to locate other unique opportunities for financial assistance.

### ***Veterans Educational Benefits:***

Many Veterans Educational Benefits are potentially available for veterans and service members. Spouses and family members of veterans may also be eligible for Education and Training Benefits. The New York Film Academy (NYFA) assists veterans and their family members by helping to simplify GI bill educational benefits to the best of their ability but will always defer to the Department of Veterans Affairs (VA), which is the only entity that can provide and approve VA educational benefits eligibility. For more information please contact the Department of Veterans Affairs at 1-888-442-4551.

### ***NYFA Need-Based Tuition Discount:***

NYFA is pleased to offer a need-based tuition discount to qualifying students. This is an institutional-based tuition discount (up to \$15,000.00) to help pay for a portion of the student's cost of education in all NYFA programs.

To qualify for this aid, candidates must show a credible need through documentation (i.e. personal income tax or parents' income tax statement), translated to English and converted to US dollars (if necessary). Additionally, applicants must submit an essay describing accomplishments and justification for consideration of NYFA's Tuition Discount. Completed application, essay and documentation should be submitted to the Financial Aid Office. Completed applications are reviewed and students are notified within four weeks of their funding awards. For more information, students may email: [financialaid@nyfa.edu](mailto:financialaid@nyfa.edu)

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## FINANCIAL AID SATISFACTORY ACADEMIC PROGRESS (SAP)

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### *SAP Defined*

Satisfactory Academic Progress (SAP) is calculated by program for all active students at the completion of each semester. SAP calculations for students in a non-matriculating certificate programs will be calculated separately for each individual program.

Students in the Certificate, AFA or BFA programs with a cumulative GPA (Grade Point Average) less than 2.0 or students that have completed less than 66.66% of their cumulative attempted units in their current program of study have not met the minimum requirements for Satisfactory Academic Progress (SAP) for that program. Courses recorded as Incomplete, Withdrawn or with a grade of “F” are considered attempted but not completed.

Students in the MFA or MA programs with a cumulative GPA (Grade Point Average) less than 3.0 or students that have completed less than 66.66% of their cumulative attempted units in their current program of study have not met the minimum requirements for Satisfactory Academic Progress (SAP) for that program. Courses recorded as Incomplete, Withdrawn or with a grade of “F” are considered attempted but not completed.

### *SAP Warning Status*

Students that have not met the minimum SAP requirements in the previous semester will be sent an SAP warning letter at the beginning of the following semester. Students in an SAP warning status will remain eligible for federal student funding and will be offered additional support services to improve their grades and GPA. The SAP Warning Letter notifies students that they must meet the minimum SAP requirements in the current semester or be at risk of becoming ineligible for Federal student funding. Students meeting the minimum SAP requirements during the “SAP Warning” semester will be returned to satisfactory academic status.

### *SAP Termination Status*

Students who have been placed in an SAP Warning status and fail to meet the minimum SAP requirements at the completion of their “warning” semester will be placed in SAP Termination status. Students in SAP Termination status are considered ineligible for federal student aid funding at NYFA. They will be notified of this status via an SAP Termination email from [financialaid@nyfa.edu](mailto:financialaid@nyfa.edu).

Students who have been terminated from their programs of study for failing to meet SAP requirements who then petition for readmission to their original program will remain in SAP Termination Status.

### ***SAP Appeal Process***

Students may request an appeal of the SAP Termination decision by completing an SAP Appeal form and scheduling a meeting with an Academic Advisor to complete an academic plan. Appeals must include all supporting documentation indicating why the student was unable to maintain SAP during the previous semester.

A completed SAP appeal form and academic plan must be returned to the Financial Aid Office for review. Students are notified of the approval or denial of their appeal via the Appeal Determination email sent by the Financial Aid Office. If the student's appeal is approved, the Financial Aid Office will email that they have regained their federal student aid eligibility and their funding has been reinstated.

Students must continue to meet the requirements of their academic plan each semester to remain eligible for Federal student aid funding. The Academic Advisor will evaluate the student's completion of the academic plan each semester to determine their eligibility to receive Federal student aid funding. If the student fails to meet the minimum SAP requirements again, they will be placed in SAP Termination status again.

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## FINANCIAL AID POLICIES

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### ***Disbursement of Financial Aid:***

Federal, state and school grants for each semester are posted to the student's tuition account approximately two weeks after the add/drop period of each semester. Students must meet all academic and financial aid requirements before funds will be posted. The US Department of Education will deduct a loan origination fee for all Direct Loan/Direct PLUS recipients. Direct Loan/Direct PLUS proceeds are sent directly to the school. Students are notified when loans have been credited and have the option to cancel all or a portion of those loans. Students with outside scholarships should notify the Office of Financial Aid by sending a copy of the award letter. The amount must be included as a financial aid resource and may affect the student's eligibility for previously awarded aid.

### ***Financial Aid Refund Policy:***

In accordance with the 1998 Code of Federal Regulations (CFR) 668.22, the Office of Financial Aid is required by federal regulation to determine how much federal financial aid was earned by students who withdraw, drop out, have been dismissed or have taken a leave of absence prior to completing 60% of the semester for which they were enrolled.

If a student received 100% of their aid during the semester, the institution would be required to return the portion of the funds not eligible to receive based on the date of withdrawal.

NYFA must return the amount of funds for which it is responsible no later than 45 days after the date of the student's withdrawal.

Refunds are allocated in the following order:

- Unsubsidized Direct Student Loans (other than PLUS loans)
- Direct Subsidized Student Loans
- Direct PLUS loans
- Federal Pell Grants for which a return of funds is required
- Federal Supplemental Opportunity Grants for which a return of funds is required
- Other assistance under this Title for which return of funds is required (e.g. LEAP)

If the return calculation resulted in more aid than was actually disbursed to the student, the institution may owe the student a post-withdrawal disbursement which must be paid within 120 days of the student's withdrawal. Permission from the student may be required to issue the post-withdrawal disbursement. Written notification will be provided to the student and must be signed and returned within a specified period of time in order to credit the funds to a student's account.

