

NYFA

NEW
YORK

NEW YORK FILM ACADEMY
COURSE CATALOG





| 2023-2024 NYFA NEW YORK CAMPUS CATALOG ADDENDUM

| ABOUT THIS CATALOG ADDENDUM

This is **Addendum I** to the NYFA New York 2023-2024 Catalog. Items listed were updated after NYFA New York Fall 2023-2024 Catalog's publish date of August 28, 2023.

The Policy updates and changes listed in this Addendum are in effect as of start of the Summer 2024 semester on April 29, 2024:

- **Student Code of Conduct**
 - Definitions for the following Code violations have been updated and clarified:
 - Falsifying Information,
 - Conduct that Threatens Health or Safety,
 - Harassment,
 - Bullying and Intimidation,
 - Discrimination,
 - Controlled and Illicit Substances.
 - An additional Sanction has also been added: Rescind Acceptance or Deferral of Admission.
- **Student Accessibility Services**
 - Clarification of protocols for implementation of accommodations granted by Student Accessibility Services.
 - Clarification of protocols for students needing to reside with Emotional Support Animals in NYFA sponsored EHS Housing.
- **Transfer Credit Policies** updated to reflect credit for military services.

This and the original NYFA New York 2023-2024 are the documents of authority for NYFA students continuing or commencing their programs at the New York campus starting from the Fall 2023 semester up until the start of the Fall 2024 semester.

STUDENT CODE OF CONDUCT

I. INTRODUCTION

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, healthy, and inclusive 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.

II. STUDENT CONDUCT POLICIES

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*.

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.

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.

9) Falsifying Information

Falsifying information includes, but is not limited to, any individual who knowingly files a false Complaint, who knowingly provides false information connected to a NYFA-related activity or investigation, or who intentionally misleads a member of the NYFA community involved with a NYFA-related activity or 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.

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 or intends to threaten the health or safety of any person including, but not limited to, physical assault, threats (explicit or implied) directed toward an individual or a group of individuals 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, or intoxication or impairment through the use of alcohol or other 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. Such conduct could be verbal, non-verbal, written, digital, or physical.

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.

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. Harassing conduct could be verbal, non-verbal, written, digital, unauthorized use of hate symbols, or physical.

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 and Intimidation

Bullying and intimidation includes, but is not limited to, behavior that is cruel, insulting, threatening to those with a protected characteristic or vulnerable, coercive and/or aggressive that cause fear, intentionally harms or controls another person physically or emotionally. Such conduct could be verbal, non-verbal, written, digital, or physical.

26) Discrimination

Discrimination includes acts towards a NYFA community member on the basis of an actual or perceived protected class or characteristic, that create a hostile learning, living, or working environment or limit an individual's ability to participate in or benefit from any NYFA educational programs. Discrimination includes any act of intimidation or hostility against an individual because of their actual or perceived protected class or characteristic. 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

Fraternization 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 and Illicit Substances

Use, possession, manufacture, distribution, sale of, or the attempted manufacture, distribution, or sale of, controlled substances (including medical marijuana), and chemical inhalants, 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 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*.

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 and 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.

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.

| III. STUDENT CONDUCT PROCEDURES

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 (deanofstudents@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 or their designees, referred to hereafter as the Student Conduct Administrator.

Complaints may be submitted through email and/or the filing of the Student Conduct Incident Report Form or the Academic Integrity Incident Report Form, both accessible on [The NYFA Hub](#). 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.

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:

- 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 and 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.

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.
- The effect of the conduct upon others.

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.

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 and 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.
 - 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.
 - 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.
 - a. 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.
 - b. 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.
- 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. Rescind Acceptance or Deferral of Admission:** If a student is found responsible for a violation of NYFA’s Student Conduct Code after the student has been accepted to a NYFA program, the Student Conduct Administrator may rescind a student’s acceptance and/or may defer or delay a student’s admission to a NYFA program.

- i. 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

- j. 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

- k. 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. 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, for their respective campus via the Campus Dean's email: Los Angeles (dan@nyfa.edu); New York (elli@nyfa.edu); Miami (maylen.dominguez@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.

| IV. INTERIM AND/OR EMERGENCY MEASURES

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 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.

| V. PRIVACY AND RECORDS RETENTION

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.

| VI. AMENDMENT AND MODIFICATION

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.

| VII. DEFINED TERMS

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 Dean of Students 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 New York campus, this may mean the Dean of Students, or a Designee such as a Department Chair, or an Academic Advisor.

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.

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.

| STUDENT ACCESSIBILITY SERVICES

| MISSION & VISION

NYFA NY Student Accessibility Services provides academic services and accommodations for students with disabilities. Our mission is to ensure equal opportunity and access to all members of the New York Film Academy community and mitigate barriers to learning, participating, contributing, and benefitting from our academic programs, activities, and services. Our services and operation are in compliance with Section 504 of the 1973 Rehabilitation Act and the American Disabilities Act (ADA) of 1990, amended as of 2008, and in alliance with our policies on inclusivity and non-discrimination.

| HOW WE ACCOMMODATE STUDENTS WITH DISABILITIES

The ADA defines a disability as a physical or mental impairment that substantially limits one or more major life activities. Students with disabilities are responsible for initiating the accommodations request process by self-disclosing their disabilities directly to the Coordinator of Student Accessibility Services. Please know that all requests and materials submitted are handled in the strictest confidence.

The process of requesting and receiving accommodations is interactive and individualized, involving review of required/submitted documentation and collaborative discussions regarding the students' needs and the specific academic expectations and activities of our programs. The non-traditional nature of our programs require, at times, unique accommodations tailored to address the varying needs of our students while also maintaining the integrity of our curricula and learning objectives.

The objective of academic adjustments offered is always to accommodate students' disabilities, not to dilute academic or artistic requirements. Students with disabilities are expected to produce the same quantity and quality of work as those students without disabilities.

| REGISTERING FOR ACCESSIBILITY SERVICES

To initiate the accommodation request process, please send an email to the Coordinator of Student Accessibility Services (sas.ny@nyfa.edu) soon after you receive your acceptance letter, during Orientation week, or during the first week of your program, announcing your need to register for accessibility services. Students may register with the Student Accessibility Services at any time during the course of their program. Early registration is advised to best promote academic success and wellness.

When students register with Student Accessibility Services at any time after the start of their program, NYFA will implement reasonable accommodations in a timely manner (within 14 business days of receiving necessary medical documentation) to remove barriers to learning and promote student success. Accommodations offered, however, will not be able to rectify grades achieved prior to a student's disclosure of disability and registration with Student Accessibility Services.

| REQUESTING ACCOMMODATIONS

To be eligible for accommodations, a student must:

- Complete and submit the Accommodation Request Form to the Coordinator of Student Accessibility Services (sas.ny@nyfa.edu)
- Submit substantiating medical documentation and/or the Disabilities Documentation Form completed by a health care provider to the Coordinator of Accessibility Services (sas.ny@nyfa.edu)
- Schedule and attend an intake appointment with the Coordinator of Accessibility Services (sas.ny@nyfa.edu)

The Coordinator of Student Accessibility Services (in consultation with the Associate Vice President of Student and Health and Wellness, as needed) reviews documentation and determines eligibility for accommodations, in collaboration with the student, and in accordance with the guidelines of the Americans with Disabilities Act (ADA).

Documentation submitted should confirm and/or provide the following:

- Statement of diagnoses, a description of the conditions' impact on fulfilling the demands of higher education (academic, social, emotional, and physical functioning), and the accommodations recommended to promote accessibility.
- Evidence that the condition significantly impairs one or more major life activities, as determined by a medical, mental health, or educational professional who is licensed and qualified to diagnose, evaluate, and treat the condition.
- Report and/or evaluation is recent enough to demonstrate an impact on current functioning or a history of receiving similar accommodation (within the previous 5 years).
- A school plan, such as an Individualized Education Plan (IEP), 504 Plan, or Summary of Performance (SOP) can be submitted as documentation as long as the information provided addresses the impact of the condition and assists NYFA in determining a connection between the disability and the accommodation(s) requested.

Submitted materials are stored electronically, in compliance with relevant privacy laws, and are considered privileged communication.

To assist students in submitting the required documentation, students may access the Disability Documentation Form, and request the appropriate health care providers or specialists to complete, sign and submit the form to the Coordinator of Student Accessibility Services.

| REASONABLE ACCOMMODATION(S)

Reasonable accommodations are modifications to a course, program, or school-sanctioned activity that does not fundamentally alter the course or program. Appropriate accommodations are determined through the individual intake appointment by reviewing documentation, engaging in interactive discussions with the student, and evaluating the essential requirements of a course or program.

Please Note: New York Film Academy does not provide services of a personal nature such as attendance reminders, homework assistance, individual tutors and typing services.

While accommodations are determined on an individual basis, below are some examples of commonly approved accommodations.

- Extended time for projects, assignments, and/or exams
- Materials in alternate format
- Reduced distraction location for test taking
- Authorized use of electronic devices in the classroom to record lectures
- Additional Break(s) During Class
- Flexibility in attendance
- Reduced Course Load

| IMPLEMENTATION OF ACCOMMODATION(S)

At the conclusion of the evaluation process, the Coordinator of Student Accessibility Services will present to students their individualized accommodation letters, noting with specificity their approved accommodations.

Students registered with the SAS office are responsible for distributing their NYFA Accommodation Letters to each of their instructors and, as needed, to the NYFA student support offices who have roles in implementing the granted accommodations. To ensure that a students' accommodations are implemented without delay, students are advised to distribute their letters during Orientation Week, during the first week of classes, or immediately upon receiving from the SAS Coordinator their finalized NYFA Accommodation Letter.

When requested by the student, verbally or in writing, the SAS Coordinator will assist the student and distribute, on behalf of the student, the NYFA Accommodation Letters to the student's instructors. The SAS Coordinator will review with the student the courses noted on their schedule,

ask the student to identify those courses in which they believe their accommodations are needed, and, with the student's authorization, distribute the NYFA Accommodation Letter to only those instructors who will be requested to implement the granted accommodations. Prior to the distribution of the Accommodation Letters, The SAS Coordinator will obtain from the student authorization to release the Accommodation Letter to not only each of their instructors, but also, when appropriate and needed for effective implementation, the Department Chair, the Associate Department Chair, the Program Coordinator, the Housing Director, Bursar, Registrar, Financial Aid, International Services, Veteran's Services and Academic Affairs. For example, the Reduced Course Load accommodation may not be implemented without the accommodation letters being shared with Bursar, Financial Aid, Veterans Services or International Services.

Instructors and students are to contact the Coordinator of Student Accessibility Services (sas.ny@nyfa.edu) with questions or concerns regarding the implementation and delivery of approved accommodations.

The NYFA Accommodation Letter must be renewed each semester. The Coordinator of Student Accessibility Services will contact via email each continuing student registered with the SAS Office, prior to the beginning of a subsequent semester, to discuss whether or not the granted accommodations are helpful and which accommodations they believe are needed for implementation in the new semester. The SAS Coordinator and the student must engage in discussion before accommodations can be granted and a renewed Accommodation Letter can be created and distributed for each subsequent semester. Additional medical documentation may be required should the student request an accommodation not previously granted. If the SAS Coordinator and the student do not engage in a discussion prior to or during the first weeks of each new semester, the implementation of the previously granted accommodations will be delayed and the accommodations previously discussed and approved may not be implemented in a timely manner.

| GRIEVANCE PROCEDURE

Students who have disabilities have rights to initiate grievances when it is believed that the New York Film Academy or a NYFA administrator or faculty member is either not complying with NYFA's policy for students with disabilities or is not following the applicable laws on disability. Please refer to the Student Grievance Review and Resolution Process, described in the NYFA Catalog, for information on how to file a discrimination complaint.

| SERVICE AND EMOTIONAL SUPPORT ANIMALS

It is the policy of the New York Film Academy to afford individuals with disabilities requiring the assistance of a Service Animal equal opportunity to access New York Film Academy property, courses, programs, and activities. NYFA Accessibility Services would like to ensure that the campus community is aware of the NYFA's policies relating to Service Animals.

What is a Service Animal?

Under the Americans with Disabilities Act, a Service Animal is defined as a dog or a miniature horse that has been individually trained to do work or perform tasks for an individual with a disability. The task(s) performed by the dog must be directly related to the person's disability.

Service Animals: Service animals are trained to perform specific jobs or tasks for persons with disabilities.

- A guide animal is trained to serve as a travel tool for a person who is legally blind.
- A hearing animal is trained to alert a person with significant hearing loss or who is deaf when a sound occurs, such as a knock on the door.
- A service animal is trained to assist a person who has a mobility, health or psychiatric disability. Duties may include carrying, fetching, opening doors, ringing doorbells, activating elevator buttons, steadying a person while walking, or providing an environmental assessment when an owner shows signs of anxiety, etc. Service animals sometimes are called assistance animals.
- A seizure response animal is trained to assist a person with a seizure disorder. The animal's service depends on the person's needs. The animal may go for help or may stand guard over the person during a seizure. Some animals have learned to predict a seizure and warn the person.

Emotional Support Animals: Emotional support animals are not trained to perform work or a specific task for a persons with disabilities, but assist persons needing psychological or emotional support.

- An emotional support animal or companion animal assists a person who benefits from the psychological support the animal can provide. Emotional support animals can help alleviate symptoms such as depression, anxiety, stress and difficulties regarding social interactions, allowing students to live independently and fully use and enjoy their living environment. Because an emotional support animal is not trained to perform work or a specific task for an individual with a disability, an emotional support animal is not covered by the same laws protecting service animals and do not have the same access to the campus.

What should you do if you have a Service Animal or Emotional Support Animal?

Students assisted by Service Animals are encouraged to schedule an appointment with the Coordinator of Student Accessibility Services (sas.ny@nyfa.edu) for support, guidance and a discussion of the rights and responsibilities of the animal's owner/handler. New York City requires all dogs to be licensed. To obtain a license from the city, dog owners must show proof of spay/neuter and rabies vaccination. During the initial meeting with the Student Accessibility Services Coordinator, students assisted by Service Animals will be asked to present documentation or evidence indicating that their service dog is licensed in New York City and that the license is current.

NYFA does not require documentation relating to a person's disability or a Service Animal's training before allowing the Service Animal entry to any of its facilities. When a Service Animal's function is not readily apparent, a NYFA employee may ask the animal's owner if the Service Animal is required due to a disability. The NYFA employee may also ask what task the Service Animal is trained to perform. For Service Animals whose use is obvious, asking either or both of these questions is prohibited and illegal.

Students assisted by Emotional Support Animals and wanting to reside with their Emotional Support Animals in NYFA sponsored EHS Housing are required to contact the NYFA Director of Housing (Housingny@nyfa.edu) to initiate the process for applying for accommodations. Students assisted by Emotional Support Animals will be required to submit medical documentation to substantiate their need to live with an ESA. Applications will be reviewed and eligibility for accommodations will be determined on behalf of EHS, the housing provider, by the NYFA Housing Director. Any and all medical documentation submitted will be read and filed in compliance with all relevant privacy laws.

Students living with Emotional Support Animals needing to be assisted on-campus by their Emotional Support Animals are required to schedule an appointment with Student Accessibility Services (sas.ny@nyfa.edu). Students assisted by Emotional Support Animals are required to submit a Request for Accommodations Form and provide medical documentation that stipulates the need for an Emotional Support Animal; additional documentation may also be required.

Once the documentation is reviewed and approved by Student Accessibility Services, students granted permission to be assisted on campus by their Emotional Support Animals, will be required to read and acknowledge their rights and responsibilities as someone with an animal on campus. For those students with Emotional Support Animals, an Accommodation Letter will then be sent to the appropriate Department Chairs, as needed, alerting them of accommodation granted. Department Chairs will notify students' instructors of the accommodation granted.

When can Service Animals or Emotional Support Animals be excluded?

Service animals cannot be excluded from any NYFA facility. Service animals may be excluded from a NYFA facility if and only if the animal is out of control or if the animal is not house-broken. Allergies and fear of dogs, for example, are not valid reasons for denying access or refusing service to people using Service Animals. When a person who is allergic to dog dander and a person who uses a Service Animal must spend time in the same room or facility, efforts will be made to accommodate both parties by assigning them, if possible, to different locations within the room or different rooms in the facility. Buildings not wholly controlled by NYFA may have rules that supersede NYFA's policies with regards to Emotional Support Animals. Service Animals will always have access to buildings not controlled by NYFA.

TRANSFER CREDIT POLICIES

New York Film Academy accepts transfer credits towards the Liberal Art and Sciences courses in degree programs. To be accepted for transfer, courses must have been taken at an accredited institution, taken for a letter grade of a C or higher (where the C grade has the numerical equivalent of at least 2.0 on a 4.0 point scale); be a college-level course and must be the substantial equivalent of a course offered at the New York Film Academy. Students may receive credit for AP or Higher Level IB scores as well. AP test scores of a three (3) or higher are transferable. IB Higher Level diploma scores of five (5) or higher may also be accepted for transfer credit. Decisions regarding the awarding of credit rest with the Dean of Academic Affairs. If credit is awarded, the length and/or requirements of the program may be adjusted. Only official transcripts, official score reports and official evaluations of foreign Credits shall be used for this review.

Transfer students must meet the same overall academic standards and requirements as students who enter the BA or BFA as freshmen. The studio arts curriculum at NYFA is highly specialized and integrated with very few electives and it is the general policy of New York Film Academy not to accept transfer Credits in studio arts from other academic postsecondary institutions. NYFA may place further restrictions on the acceptance of transfer Credits in order to maintain the integrity of the BFA degree program. For this reason, courses, practica or internships, taken at other institutions may not transfer. Acceptance of Credits in transfer does not guarantee that those Credits will be applicable to the BFA degree.

TRANSFER OF CREDIT FOR MILITARY SERVICE

The New York Film Academy (NYFA) offers credit for military service. To request an evaluation of military service, submit a copy of the Joint Services Transcript (JST) or Community College of the Air Force (CCAF) transcript to the Registrar's office when you apply to NYFA.

A maximum of 30 semester hours of credit may be accepted for college-level courses taken under the auspices of the U.S. military services. Credit may also be awarded to veterans of military service who have successfully completed coursework at U.S. military service schools.

Documents are evaluated by the Office of the Registrar according to recommendations from the American Council on Education (A.C.E.) in accordance with NYFA guidelines. This credit is counted as non-residency transfer work.

TRANSFER OF INTERNATIONAL CREDIT

Credit from institutions outside the country must be equated to those at accredited US colleges and universities. It is the responsibility of the student to furnish NYFA with an original certified copy of

an evaluation of their international Credits performed by World Educational Services or an equivalent service approved by the Office of the Registrar.

| CREDIT FOR NON-TRADITIONAL EXPERIENCE

The Vice President for Academic Affairs may authorize non-traditional course work for transfer upon review of relevant transcripts and other supportive materials. Such Credits, if granted, are only to be used for program requirements.

The institution maintains a written record of prior education and training of veterans and eligible persons and the record will clearly indicate that credit has been granted, if appropriate, with the training period shortened proportionately and the student notified accordingly.

| TRANSFER OF CREDITS WITHIN NYFA

There are instances when students successfully complete one-degree program at New York Film Academy and enroll in a subsequent NYFA degree program. In certain cases, these students may be able to transfer some credits from the original NYFA degree into the subsequent degree program by successfully testing or waiving out of a particular course or courses. In these situations, all decisions on credit transfer rest solely with the receiving program's academic department, and are subject to the following parameters:

A student who has completed a BFA or BA at NYFA and subsequently enrolls in an MFA or MA in the same or a different discipline:

- The maximum number of credits a student can test out of is 12.
- The student must have earned at least an A in the equivalent BFA/BA course to be eligible for testing out.
- Testing out will only be available for specific courses that are equivalents. The receiving department will determine which courses may serve as equivalents for others.
- The testing out process will need to be completed during the add/drop period at the beginning of the semester.
- The student must receive an A on the test to get credit for the course.
- A different course with the same credit value may be added to the student's schedule to make up for the waived coursework.
- The transcript will list the grade as Pass/Fail.
- An administrative fee may be applied.

A student who has completed an MFA or MA at NYFA and subsequently enrolls in an MFA or MA in a different discipline:

- The maximum number of credits a student can be waived out of 9.

- The same or equivalent courses taken at the same level will be waived if the student has a B or higher. The receiving department will determine which courses may serve as equivalents for others.
- A different course with the same credit value may be added to the student's schedule to make up for the waived coursework.
- The request will need to be completed during the add/drop period at the beginning of the semester.
- The transcript will list the grade as Pass/Fail.

To maintain the integrity of its programs, NYFA only accepts transfer credits in the student's major area or discipline from its branch campuses, and transfer credits for Liberal Arts & Science courses towards their AFA, BA or BFA degrees. NYFA does not accept more than 30 Credits of Liberal Arts & Science from other schools. From NYFA's branch campuses, the LA campus will accept no more than 50 % of the total credits required to complete a degree or program.

Students desiring credit for previous academic work or training must submit a written request for such credit to the Dean of Academic Affairs, along with transcripts and/or official score reports. No requests for transfer credits can be evaluated until students have submitted evidence of completed coursework. All transfer credit requests must be made within the Add/Drop period, and students are encouraged to contact the Registrar's office or the Dean of Academic Affairs prior to the first day of class, in order to ensure that all requisite material is received and evaluated in a timely manner. Students who fail to submit a transfer credit request and provide all required documents by the deadline will not have their credits transferred and must attend all mandatory courses in their program. Students are advised to check the Add/Drop Change dates listed under Academic Policies.

| OTHER COURSE WORK

Approved Internships or NYFA Summer Abroad programs shall be listed on the NYFA transcript as "transfer Credits."

| NOTICE CONCERNING TRANSFERABILITY OF CREDITS & CREDENTIALS EARNED AT OUR INSTITUTION

The transferability of credits you earn at NYFA is at the complete discretion of an institution to which you may seek to transfer. Acceptance of the degree, diploma or certificate you earn in Filmmaking, Film & Media Production, Acting for Film, Screenwriting, Producing, Photography, Cinematography, Documentary Filmmaking, 3-D Animation, Game Design and Media Studies is also at the complete discretion of the institution to which you may seek to transfer. If the credits or degree, diploma or certificate that you earn at this institution are not accepted at the institution to

which you seek to transfer, you may be required to repeat some or all of your coursework at that institution. For this reason you should make certain that your attendance at New York Film Academy will meet your educational goals. This may include contacting an institution to which you may seek to transfer after attending NYFA to determine if your credits or degree, diploma or certificate will transfer.

| TUITION CREDIT

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 Credits transferred, and the course(s)/semester(s) to which they apply.

| AP/IB CREDIT

If transfer credit is awarded for an AP or Higher Level IB score, the following grades will be assessed on the transfer courses:

- AP Scores
 - Test Score of 3 = C
 - Test Score of 4 = B
 - Test Score of 5 = A

- Higher Level IB Scores
 - Diploma Score of 5 = C
 - Diploma Score of 6 = B
 - Diploma Score of 7 = A