# NYFA

NEW YORK FILM ACADEMY MIAMI COURSE CATALOG

# NYFA NEW YORK FILM ACADEMY

# **| 2023-2024 NYFA MIAMI CAMPUS CATALOG ADDENDUM**

# ABOUT THIS CATALOG ADDENDUM

This is **Addendum I** to the NYFA South Beach 2023-2024 Catalog. Items listed were updated after NYFA South Beach 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:

- Name updated from 'New York Film Academy South Beach' to 'New York Film Academy.'
- Licensing and Approvals updated to reflect current Florida license status as of February 22, 2024.
- Statement of Legal Control updated to reflect the approved updated name.
- Suite # in <u>Campus Address updated</u> to Suite #300.
- <u>Student Code of Conduct</u>
  - 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.
- **Facilities and Equipment** updated to reflect updated resources and spaces in Suite 300.
- <u>Transfer Credit Polices</u> updated to reflect credit for military services.
- **Directory information** updated to reflect new space and updates to student service team.

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

All programs are solely owned and operated by the New York Film Academy and are not affiliated with Universal Studios, Harvard University or Disney Studios. The New York Film Academy reserves the right to change any policies, procedures, and course offerings. All students enrolled at the New York Film Academy are required to follow the institutional and campus-wide policies stated in the newest catalog.

## LICENSING & APPROVALS

New York Film Academy is accredited by the WASC Senior College and University Commission (WSCUC).

Address: 985 Atlantic Avenue, Suite 100, Alameda, CA 94501

Telephone: 510.748.9001

As of this catalog's publication, the New York Film Academy is licensed by the Florida Commission of Independent Education to operate under a Provisional License in the state of Florida through January 31, 2025.

Additional information regarding this institution may be obtained by contacting the Commission at:

325 West Gaines Street Suite 1414 Tallahassee, Florida 32399

Telephone & Fax: 888-224-6684 (toll-free) or 850-245-3200 or by fax 850-245-3234

As of this Catalog's publication, The New York Film Academy does not have a pending petition in bankruptcy, is not operating as a debtor in possession, has not filed a petition within the preceding five years, and does not have a petition in bankruptcy filed against it within the preceding five years that resulted in reorganization under Chapter 11 of the United States Bankruptcy Code (11 U.S.C. Sec. 1101 et seq.)

This institution is approved by the United States Citizenship and Immigration Services, a Bureau of the Department of Homeland Security (formerly the United States Department of Justice, Immigration and Naturalization) for attendance by non- immigrant students.

# STATEMENT OF LEGAL CONTROL

New York Film Academy South Beach, Inc. d/b/a New York Film Academy is a private visual and performing arts institution incorporated under the laws of the state of Florida, and is a wholly owned subsidiary of New York Film Academy, Ltd.

New York Film Academy, Ltd has its main administrative headquarters in New York, NY. The New York Film Academy and all its campuses operate under the guidance and policies set forth by the Founder Jerry Sherlock; Chief Executive Officer, Jean Sherlock; President, Michael Young; and Senior Executive Vice President and Chief Operating Officer, David Klein. New York Film Academy South Beach is under the direct management of the Campus Dean, Maylen Dominguez. The Campus Dean has the responsibility to manage all aspects of the campus and has the authority to exercise policies established by the corporate officers. The institution's corporate officers execute legal documents and perform functions as required of corporate officers by law.

<u>Officers and Dean</u> President, Michael Young Senior Executive Vice President, David Klein Campus Dean, Maylen Dominguez

> NEW YORK FILM ACADEMY 2023-2024 COURSE CATALOG **ADDENDUM I** NYFA.EDU 420 Lincoln Road, Suite 300, Miami Beach, FL 33139 Tel. (305) 534-6009

# 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 Campus Dean 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 regrading; 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) Fraternization

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 Miami Campus Dean. (maylen.dominguez@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 Campus Dean 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 <u>The NYFA Hub</u>. 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, 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 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 Miami campus, this may mean the Department Chairs, or their designees.

#### 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.

# **FACILITIES & EQUIPMENT**

# MAIN CAMPUS

The New York Film Academy main campus is located at 420 Lincoln Rd, Suite 300 in Miami Beach.

The campus consists of 22,317 square feet of state of the art facilities which includes a total of 18 classrooms including:

- 3 professional grade production studio spaces
- 2 private holding/screening rooms for Media Consultations,
- 1 movement, dance and voice specific classroom with wall to wall mirrors,
- 2 editing specific classrooms,
- 1 large editing lab with 19 individual workstations.
- 1 profession grade sound booth/voice over room with a separate technician's workstation,
- 8 general use classrooms
- A Screening Room/ Theater space /
- Equipment room facilities with two secure equipment check out bays
- A large student resource center with 10 workstations and a photocopier
- Library holding room for the media collection and the resource books
- Student lounge with en suite kitchenette

Additionally there are following administrative offices and spaces for students to access the administrative staff and communicate their needs and concerns:

- Reception Area with a seating to accommodate conversations with our guests and prospective students
- Editing room manager's office.
- 2 Admissions specific offices,
- an entire wing of 6 Student Service Offices,
- Faculty lounge

NYFA's Miami Campus uses a "state of the art" security system which includes a main primary security entry checkpoint as well as tap access egress doors at every entry point to the campus and a comprehensive high-definition security camera system, fire sprinkler network and P.A. system than runs throughout our space.

Room 351 is the designated 'shelter-in-place' space.

All visitors are required to check in at the front desk upon arrival.

# ROOM BOOKINGS

Please remember the following when booking and using rooms for casting, rehearsals, or shoots:

If you are conducting a casting session, please make sure your sign is clearly printed with the following information:

- Name of project
- Name of room being used
- Dates and times
- Name of the director of the project
- Phone number someone can be reached at with any questions.

**This sign can only be hung on the door of the room being used.** Please also provide this information to the front desk. When your project is done for the day, please make sure to remove the sign.

- 1. If you are conducting a casting session, you need to have one person in your group who will act as a greeter for the **entire casting. If you do not have a greeter, you will not be checked into the room.**
- 2. You may only remove furniture from any rooms with permission from the Director of Operations.
- 3. Please be respectful of your fellow students, faculty, and New York Film Academy staff members while using the rooms. Although you are using one room, students and faculty may have a class in the room next door.
- 4. You are responsible for **all parties** involved with the use of the room. Please make sure all parties know the locations of smoking areas. Heavy fines may be incurred by the fire marshal if someone is smoking in a non- smoking area. Please make sure you and all parties are respectful of our neighbors in any of our buildings.
- 5. Only the student who has placed the deposit can book the room. Your ID will be checked both when the room is booked and when you are checking in and out of the room. **NO EXCEPTIONS**.
- Remember to send your room request to Dylan Rastrick at <u>Dylan.Rastrick@nyfa.edu</u> at least two
  (2) weeks in advance.

You will only be able to receive your deposit back if you have your Room Booking Check In/Out form completely signed by a staff member and bring it in person back to the Bursar's Office.

# Failure to follow these rules may result in your casting, rehearsal, or shoot being shut down and possibly losing your deposit.

These signs must be typed, printed and hung only in approved areas. When work is completed for the day, all posted signs must be removed.

When conducting a casting session, students must have one person acting as a greeter for the entire casting. This greeter will remain outside the room, wrangling all individuals for casting.

Students must speak with Facilities Staff before removing furniture from any rooms.

# LIBRARY RESOURCES

Students have access to the NYFA Library during all hours of operation. The Library includes the following resources:

- WiFi Internet
- Access to the online databases
- Books, plays, and screenplays
- DVD/Blu-ray movie collection

Below are the Library's circulation guidelines:

- Library materials are available to students and staff Tuesday through Thursday, 10am-5:30pm.
- Library books may not be taken off NYFA premises without proper checkout.
- Current students must present their Student ID badge when checking out library materials. If a student does not have their NYFA ID, a driver's license or other official ID may be used.
- Course reserve books are available as "Library Use Only" items .
- Course reserve DVDs/Blu- rays are available as "Library Use Only" items.

Degree program alumni may continue to use most Library services after graduation. To gain Alumni Privileges, a fully refundable \$50 deposit is required. Once library services are no longer needed, and provided no items go overdue or lost, the deposit is fully returned.

# LIBRARY FINE POLICY

All items borrowed from the Library must be returned on time. If a student has an unpaid fine or overdue item, a hold will be placed on his/her account. Students on hold cannot receive certificates of completion, diplomas or gain access to transcripts.

The Fine Policy is as follows:

- \$1.00 per item, per day past due.
- If an item is 31 or more days past due, the student will be billed \$30.00 or the replacement cost of the item, whichever is higher, in addition to a non-refundable \$5.00 processing fee.

# CLASSROOMS

New York Film Academy's Miami Campus has 8 general classroom spaces of varying size and 10 specialized classrooms to allow for enhanced learning whether in dance and movement or film production.

Each room is equipped with a Blu-ray player, whiteboard and video monitor.

# **POST-PRODUCTION & COMPUTING**

Post-production facilities include Avid & DaVinci Resolve workstations. Students have access to 29+ computers with industry-standard software for projects.

## **EQUIPMENT ROOM**

Available to our students is equipment corresponding to the course requirements. The camera options include: Sony FS5s, Panasonic HMC150, Arri SR2 16mm (super 16mm), RED Scarlet-X, RED Epic Dragon. These cameras have appropriate accessory packages including: lenses, assistant camera kits, shoulder rigs, & dollies. There are several grip & electric options ranging from basic three-point lighting kits to complete 1-ton lighting packages. Audio options include field recorders and mixers, as well as shotgun and lavalier microphones.

# EDITING LAB RESOURCES

Phone: 305.534.6009 Ext 195E-mail: eduardo.maria@nyfa.eduEditing Room Manager: Eduardo Santa-Maria

The New York Film Academy ensures that an editing room is accessible everyday so that students may edit their projects. To reserve a computer station, please call or e-mail the Edit Lab 24 hours in advance (Editing Lab contact information above). No reservations are needed for scheduled editing classes. Computer stations outside of class are not guaranteed without a reservation confirmation. **NYFA ID Badges are needed to work on NYFA computer stations.** Driver's Licenses, Passports, and other Photo ID are not acceptable.

A teaching assistant will be on hand to assist students whenever the main Editing Lab is open--Monday through Friday. Students should note that the main editing lab is not open on Saturday and Sunday, but adjacent edit rooms are open without edit supervision or assistance.

#### Hard-Drive & SD Specifications

You are required to provide your own SD memory card for shooting your projects and an external hard disk for editing your projects. Please use a new external drive. Previously used hard drives may not be reliable. Your drive must be compatible with MAC OS. We recommend G-Tech G-Drives.

- 1TB capacity
- 7200 RPM speed
- Transfer rate up to 136 MB/s
- Bus powered via Thunderbolt/USB-A/USB-C)
- MAC compatible

We recommend you have one or two SD cards for shooting your projects. SanDisk is a reliable brand that has worked well for our students.

- 32 GB storage capacity
- UHS-I/V30/class 10
- Max read speed: 95 MB/s
- Max write speed: 90 MB/s
- Min write speed: 30 MB/s
- Records full HD 1080p

#### **Editing Lab Etiquette**

In order to use the New York Film Academy editing labs, students must respect the following protocols:

- 1. A valid NYFA Student ID is required in order to check out and use a computer.
- 2. Eating and drinking in the edit lab is strictly prohibited
- 3. Downloading of any software or applications has to be approved by the edit lab supervisor.
- 4. Voices must be kept to a minimum and cell phones must be kept on vibrate or silent.
- 5. The Edit Lab staff is not responsible for any personal belongings left in the Edit Lab unattended. Please do not leave your personal belongings unwatched.

#### **Editing Lab Hours**

9:00am – 6:00pm	Monday – Friday
Closed	Saturday
Closed	Sunday

\* Students should note that the editing lab is not open on Saturday and Sunday..

# \*\*These hours may be adjusted to accommodate for holidays, staffing changes, and class schedule changes.

#### Post-Production Facilities (usage after graduation)

Long-term students are allowed a grace period of 30 days post-graduation to use the post-production facilities to finish final edits on their final projects. Workshop Students are allowed a grace period of 7 days post-graduation to use the post-production facilities to finish edits on their final projects. This use is based on availability. Current students will be given priority over students who have already graduated. Any person found on NYFA premises using NYFA facilities who is no longer a current student and is not within their grace period (or does not have written permission from the Campus Dean to be on the premises using the facilities) may be removed immediately from NYFA's premises.

# **PRODUCTION RESOURCES**

On Production Workshop days, equipment is made available to students so that they may film exercises under the supervision of their instructors. For weekend film shoots, students check out equipment on Friday afternoon. This equipment is due back on Monday morning. For extended film shoots (One-Year Filmmaking and Cinematography Programs) equipment is made available to students as strictly outlined in their course schedules.

# **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. 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 assess 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

# DIRECTORY

# CAMPUS HOURS & ADDRESS

Front Desk Administrative Offices	8:30 am – 10 pm, Monday - Friday 10 am - 6 pm, Monday - Friday
Library	10 am - 5:30 pm, Tues, Wed, Thurs
Academic Facilities	9 am – 10pm, Monday – Friday 9am – 2pm Saturday

#### Main Campus & Mailing Address:

420 Lincoln Rd., Ste. 300 Miami Beach, FL 33139 Telephone: 305-534-6009

**ONLINE PUBLICATIONS** 

Institutional Website: http://www.nyfa.edu Course Catalog: https://catalogs.nyfa.edu/node/17 Digital Room Boards: http://hub.nyfa.edu/boards Academic Calendar: http://www.nyfa.edu/admissions/school-calendar FAQ's: http://www.nyfa.edu/about/faq.php Student Hub: https://hub.nyfa.edu

STUDENT SERVICES

Academic Support: http://www.nyfa.edu/bfa/academic-support.php Housing Information: http://www.nyfa.edu/admissions/housing.php BFA Resources: http://www.nyfa.edu/bfa/resources.php Financial Aid: http://www.nyfa.edu/admissions/financial\_aid.php International Students: http://www.nyfa.edu/admissions/international\_student.php Veteran Affairs: http://www.nyfa.edu/veterans Transfer Students: http://www.nyfa.edu/admissions/transfer-students.php Counseling: https://hub.nyfa.edu/counseling/sb/treatment-agreement Health Alerts: https://hub.nyfa.edu/health-alert Health Requirements: https://www.nyfa.edu/admissions/health-requirements.php

## ADMINISTRATIVE RESOURCES

President Michael Young, MFA New York Campus myoung@nyfa.edu

Senior Executive Vice President David Klein, MFA New York Campus david@nyfa.edu

Dean of Campus, Miami Maylen Dominguez, MFA maylen.dominguez@nyfa.edu

Associate Vice President of Operations Michael Caputo, BFA New York Campus caputo@nyfa.edu

### ACADEMIC RESOURCES

Vice President, Academic Affairs Sonny Calderon Los Angeles Campus sonny.calderon@nyfa.edu

Compliance Officer Calaine Schafer calaine.schafer@nyfa.edu

Title IX Coordinator Carlye Bowers carlye.bowers@nyfa.edu sbtittle9@nyfa.edu

Registrar Alicia Ramcharran - Black sbregistrar@nyfa.edu Program Coordinator Yoselin Solórzano yoselin.solorzano@nyfa.edu

Librarian Alexander Kratofil alexander.kratofil@nyfa.edu

## STUDENT RESOURCES

Bursar's Office Brenda Bai New York Campus brenda@nyfa.edu

International Office Merell Cole merell.cole@nyfa.edu

Director of Financial Aid Lissa Wayne l.wayne@nyfa.edu

Enrollment Management, Miami George Papapanagiotu george.papas@nyfa.edu

Director for Latin American Recruitment Gil Matos gil.matos@nyfa.edu

Outreach and Admissions Specialist Thomas Cole Thomas.cole@nyfa.edu

Director, Division of Veterans Services Chris Moore Los Angeles Campus Chris.moore@nyfa.edu Campus Librarian Ester Nunes ester.nunes2@nyfa.edu

Campus Therapist Stanley Tam CounselingSOBE@nyfa.edu

# **PRODUCTION, POST - PRODUCTION & EQUIPMENT**

Post-Production Manager Eduardo Santa Maria Eduardo.Maria@nyfa.edu

Equipment Room Supervisor Steven Wieclaw Steven.wielcaw@nyfa.edu

Director of Operations Miami Dylan Rastrick Dylan.rastrick@nyfa.edu