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School Catalogue

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New York English Academy

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School Catalog



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1. Introduction

1.1. School Location

The school's main administrative offices are at 330 7th Avenue #200, New York, NY 10001.

The mailing address is 330 7th Avenue #200, New York, NY 10001.

By Subway: Take the 1/2/3 to 34th Street–Penn Station, the A/C/E to 34th Street–Penn Station, or the B/D/F/M, N/Q/R/W to 34th Street–Herald Square.

Local Bus Service: Several MTA city buses stop nearby, including the M5, M7, M20, and M34/M34-SBS.

From New Jersey: Take NJ Transit to Penn Station. The school is within walking distance.

From Connecticut: Take Metro-North Railroad to Grand Central Terminal, then transfer to the subway (7 train to Times Sq–42 St, then 1/2/3 downtown to 34th Street–Penn Station).

1.2. History of New York English Academy

NEW YORK ENGLISH ACADEMY was founded in 1998 by Toshiyuki Sato, President and CEO. The school has been approved by the New York State Department of Education since January 2003. We successfully renewed our school license in 2005, 2009, 2013, 2017 and 2021.

NEW YORK ENGLISH ACADEMY has been authorized under Federal law to enroll nonimmigrant alien students since 2005. It has been a member of the Coalition of NYS Career Schools. NEW YORK ENGLISH ACADEMY has been accredited by ACCET since August 2014.

--Ownership 100%: Toshiyuki Sato

--PC TECH USA & You-ri, Inc d/b/a New York English Academy
(Domestic Business Corporation / DOS ID#2262210)

1.3. Description of Facilities

NEW YORK ENGLISH ACADEMY moved to its present custom-designed, fully air-conditioned facility on the second floor of 330 7th Avenue in 2024. There is an administrative office and eleven classrooms. NEW YORK ENGLISH ACADEMY is wheelchair accessible.

1.4. Instructional Equipment

English language classes use TV/DVD and CD players for audiovisual language training.

1.5. School Approvals

New York English Academy is authorized under federal law to enroll non-immigrant students. Established in 2003, our institution was registered as an ESL Certified School by the New York State Department of Education.

1.6. Administration, Faculty, and Staff

Senior Management Members:

- Toshiyuki Sato, Owner/CEO/President
- Sachiko Inoue, COO/CFO, School Director
- Amer Hafez, Executive Director, School Director
- Nicholas Allanach, Academic Manager, School Director

Staff members:

- Elle Hariburton
- Kelly Bayas
- James Silva

1.7. Offered Programs

- Standard English Plus1, Plus2 and Plus3
- Standard English (Full Program)
- Standard English Part-Time

- Standard English Private
- Conversation and Pronunciation
- Slang and Idioms
- Business English
- TOEFL Preparation Course

1.8. OFFICIAL HOLIDAYS

- New Year's Day
- Martin Luther King Jr. Day
- Presidents' Day
- Good Friday
- Easter
- Memorial Day
- Juneteenth
- Independence Day and the day after
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day and the day after
- Winter break, including Christmas, the end of the year, and the beginning of the year

NEW YORK ENGLISH ACADEMY is an open-enrollment policy.

1.9. Disclaimer Statement

School Catalog—Prospective and current students are responsible for understanding and accepting all the information contained in this catalog that is pertinent to their study and their specific fields. Please be advised that some of the information in this catalog may have changed after printing. Please check with the Directors of Academics and/ or Admissions to determine if there are any changes in the courses/curricula, the teaching personnel, or other information listed in the catalog.

College Credit—New York English Academy offer curricula measured in clock hours, not credit hours. Certificates of completion, i.e., school diplomas, are issued to students who meet clock hour requirements. The granting of any college credit to students who participated in and/or completed a program at a certified ESL School is solely at the discretion of the institution of higher education that the student may opt to subsequently attend.

2. Student Services

2.1. Guidance

Students are presented with many opportunities to enhance their knowledge of American culture. The school provides students with information and school activities. Students are regularly informed of various events including in-house school activities. Students seeking advice on academic or personal matters can speak to the Student Support Specialist.

2.2. Student ID

Students have the option of being issued a Student ID Card upon request. Persons unable to identify themselves as students of NEW YORK ENGLISH ACADEMY will be asked to leave the building.

2.3. Dress code

NEW YORK ENGLISH ACADEMY does not have a uniform or standard dress requirement. Students may dress in casual, comfortable attire; they are expected to be neat and presentable at all times.

2.4. Campus Security Report

All areas of the school are under the constant supervision of the School President, the Director, administrative personnel, and faculty members. Each is familiar with the procedures to follow in responding to emergencies and crime situations. Every effort is made to minimize the risk of criminal activity.

1) Procedure for Reporting Emergencies and Crimes:

In the event of an emergency or suspected criminal activity, students are to contact the nearest faculty member or administrative support person.

2) Procedure for Responding to Reports of Emergencies and Crimes:

All faculty and staff members will notify the office immediately when apprised of such situations. The School Director will notify the police, medical personnel, or other appropriate agencies. In the event of an emergency or crime requiring immediate action, all faculty and administrative personnel will respond by calling one or both of the following numbers

- Police, Fire, or Medical Emergency: 911
- Building Management/Security:

2.5. Student Housing

Housing is an intensely personal decision. Make your selection with care. Use good common sense and be aware of sound consumer practices when making your housing choices:

- 1) Verify all information before you make reservations.
- 2) Try to obtain references through friends and family.
- 3) Never pay in cash. Use a credit card or check.
- 4) Be sure to get a receipt. Reserve for a short trial period before committing directly to a long-term housing arrangement.
- 5) NEW YORK ENGLISH ACADEMY may offer recommendations for housing but does not collect fees for housing services or directly provide housing services. Any agreements made with agents or other housing providers are independent of NEW YORK ENGLISH ACADEMY.

2.6. Medical Insurance

While the school does not recommend a specific plan or require students to obtain medical care insurance, it is important for students to realize that medical care expenses can jeopardize a student's health.

2.7. Financial aid

NEW YORK ENGLISH ACADEMY does not offer any type of financial aid and/or financial assistance program.

2.8. Eating and Drinking on School Premises

To maintain a clean and conducive learning environment, eating and drinking are prohibited within school premises.

2.9. Student Education/Financial Records

Current student files are maintained in digital format. Once a student graduates or completes training, student files are retained in a digital format and maintained in perpetuity.

2.10. Disability Services

NEW YORK ENGLISH ACADEMY is to provide optimal educational opportunities for all students. NEW YORK ENGLISH ACADEMY recognizes that students with disabilities sometimes have unique needs that must be met for them to have access to campus programs and facilities. In general, this policy calls for accommodations to be made on an individualized and flexible basis. It is the responsibility of students to seek assistance at NEW YORK ENGLISH ACADEMY and make their needs known.

NEW YORK ENGLISH ACADEMY provides direct assistance such as information, referral, support, and academic accommodations for enrolled and prospective students, as well as consultation with faculty and staff to ensure access to their programs and facilities. The office also assists students with disabilities in obtaining services from other schools and serves as a liaison between them and NEW YORK ENGLISH ACADEMY. For more information, contact NEW YORK ENGLISH ACADEMY, 330 7th Avenue #200, New York, NY, 10001. (212- 808-4754)

2.11. Financial Resources

NEW YORK ENGLISH ACADEMY provides the resources needed to accomplish its mission, including but not limited to—

- Facilities necessary for teaching and learning.
- Instructional support materials such as reference books, Internet-connected PCs, and workshops.

The school's financial statements indicate that it possesses adequate financial resources to securely deliver its educational programs and services. Proper financial control is conducted by the financial staff team.

2.12. Access to Student Education/Financial Records

In accordance with the NEW YORK ENGLISH ACADEMY policy on access to student records, information about a student generally may not be released to a third party without the student's permission. (Exceptions under the law include state and federal educational and financial aid institutions.)

Students, faculty and administrative staff have the right to inspect their files and to have a copy of any document in the file. All documents and forms are stored in secured Dropbox.

3. Policies

3.1. Equal Opportunity

NEW YORK ENGLISH ACADEMY is committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, color, creed, religion, national origin, sex, age, marital status, disability, public assistance status, veteran status, or sexual orientation.

3.2. Substance Abuse

NEW YORK ENGLISH ACADEMY policies prohibit substance abuse among all members of the school community. Faculty and administration encourage students to recognize the dangers of substance abuse.

3.3. Smoking Policy

In accordance with New York City law, smoking is not permitted anywhere in the school or in any indoor public building areas.

3.4. Food Consumption Policy

Beverage consumption is permitted on the premises, but food is not allowed in classrooms or office areas. This policy helps maintain a clean and distraction-free environment.

3.5. Student Code of Conduct

Students are expected to conduct themselves respectfully both in class and on school premises. Movement between classes should be orderly, and interactions among students and between students and teachers should always be respectful.

3.6. Student Survey

NEW YORK ENGLISH ACADEMY values student feedback to enhance the quality of its instructional components, including curriculum, faculty, and student services. Students are asked to complete monthly surveys and a graduation survey to provide their input on their educational experience.

3.7. Alcohol and Drug Related Violations

In compliance with the Drug-Free Schools and Communities Act of 1988, NEW YORK ENGLISH ACADEMY enforces the following drug and alcohol policy:

The unlawful manufacture, distribution, dispensation, possession, or use of alcohol, narcotics, or illicit drugs is strictly prohibited on school premises.

Consumption of alcohol by individuals under the legal drinking age of 21 is also prohibited.

Students or employees found violating these rules may face suspension or dismissal. Such actions will be taken independently of any legal proceedings.

3.8. Suspension/Termination for School-Rule Violations

A student who submits falsified or altered documents will be subject to dismissal. In such cases, F-1 visa students will have their I-20 terminated. After notifying the appropriate authorities, legal action may be taken, which could result in violations of criminal law.

A student's failure to behave properly may result in expulsion after a hearing before appropriate administrative personnel. Students dismissed due to improper conduct, including harassment, violence, unauthorized access to school systems, or vandalism, alcohol and Drug, poor attendance (less than 80%), failure to maintain academic progress, or tuition arrears are not relieved of financial obligations as specified in the Enrollment Agreement. Such dismissal does not affect the computation of the applicable refund calculation.
(references to sections 3.9 and 3.10)

3.9. Conduct Code

NEW YORK ENGLISH ACADEMY defines the following as disciplinary offenses, and students may be subject to expulsion.

Scholastic Dishonesty: submission of false records of academic achievement; cheating on assignments or examinations; plagiarizing; altering, forging, or misusing a school academic record; taking, acquiring, or using test materials without faculty permission; acting alone or in cooperation with another to falsify records or to obtain dishonest grades, honors, awards, or professional endorsement.

Falsification: willfully providing school offices or officials with false, misleading, or incomplete information; intentionally making a false report of a bomb, fire, natural disaster, or other emergency to a school official or an emergency service agency; misusing, altering, forging, falsifying, or transferring to another person school issued identification.

Identification and Compliance: willfully refusing to or falsely identifying oneself; willfully failing to comply with a proper order or summons when requested by authorized school officials.

School Facilities and Services: acting to obtain fraudulently -- by deceit, by unauthorized procedures, by bad checks, by misrepresentation--goods, quarters, services, or funds from the school or individuals acting in their behalf; misuse, alteration or damage of fire-fighting equipment, safety devices, or other emergency equipment or interference in the performance of those specifically charged with carrying out emergency services; wrongful use of school properties or facilities.

Disorderly Conduct: threats to, physical abuse of, or harassment which threatens to or endangers the health, safety, or welfare of a member of the school community; breach of the peace; physically assaulting another; fighting; obstructing or disrupting teaching, administrative, and public service functions; obstructing or disrupting disciplinary procedures or authorized school activities; vandalism.

Theft and Property Damage: theft or embezzlement of, destruction of, damage to, unauthorized possession of, or wrongful sale or gift of property belonging to the school or members of the school community.

School Rules: violating other school regulations, which have been posted or publicized. Provisions contained in school contracts with students shall be deemed "rules" under this code.

Weapons on Campus: possession of firearms, incendiary devices, explosives, articles, or substances usable as weapons or means of disruption of legitimate campus functions, activities, or assemblies; or using firearms, incendiary devices, explosives, articles, or substances calculated to intimidate, disturb, discomfort, or injure a member of the school community.

Disruptive Demonstrations: intentional participation in demonstration which disrupts the normal operations of the school and infringes on the rights of other members of the school community; leading or inciting others to disrupt scheduled and/or normal activities of the school; intentional obstruction which unreasonably interferes with freedom of movement, both pedestrian and vehicular at school.

Keys: possession, making, or causing to be made any key to operate locks or locking mechanisms without proper authorization or using or giving to another a key for which there has been no proper authorization.

Violations of Federal or State Law of Special Relevance to the School: when the violation of a federal or state law, including but not limited to those governing alcoholic beverages, drugs, gambling, sex offenses, indecent conduct, or arson, occurs at school, the offense will also constitute an offense against the school community.

Sound Amplification: using sound amplification equipment such as a bullhorn without written permission of the School Director.

Disruptive Noise: making noise or causing noise to be made with objects and instruments, which disturb classes, meetings, office procedures, and other authorized school activities.

Attempt to Injure or Defraud: to make, forge, print, reproduce, copy, or alter any record, document, writing, or identification used or maintained by the school when done with intent to injure, defraud, or misinform.

In addition to the above, if there are any actions that disrupt school operations or student services, or cause inconvenience to other students, the senior management team has the authority to determine the appropriate disciplinary action.

3.10. Procedures and Sanctions

If any person is found guilty of or pleads guilty to an offense under this code, the sanctions available shall include the following:

1. **Warning and Admonition:** the issuance of an oral or written warning, admonition, or reprimand.
2. **Required Compliance and Sanctions:** carrying out a bona fide school rule as a condition for being admitted to or continuing membership in the school; restriction of privileges; restitution; removal from quarters
3. **Confiscation:** confiscation of goods used or possessed in violation of school regulations; confiscation of falsified identification or identification wrongly used.
4. **Probation:** special status with conditions imposed for a 1-3 month limited time after determination of misconduct or academic problems.
5. **Interim Suspension:** the School Director may - after evaluating the evidence received, the identification of parties, the safety and well-being of students, faculty, and school property, and, in those cases where there is an indication that a student's misconduct will be repeated or continued or where the School Director believes it is necessary to permit the school to carry on its functions - impose immediate suspension with resultant loss of all student rights and privileges, pending hearing before the appropriate disciplinary committee. The student has a right to a prompt hearing before the School Director or the School Director's designee on the limited questions of identification and whether suspension should remain in effect until the full hearing is completed.
6. **Dismissal and Status Termination**
In cases of significant violations of school rules, the following actions may be taken:
Dismissal: Students who commit major violations of school rules may face dismissal. A formal hearing will be conducted to review the case, and the decision will be based on the findings. Upon dismissal, the student will lose all rights and privileges associated with their enrollment.
Status Termination: For students holding an F-1 visa, dismissal or major rule violations may result in the termination of their visa status. In such cases, students may no longer maintain their U.S. study status and may need to seek visa re-issuance or adjustment.
Legal Action: In cases where rule violations result in legal issues, the school may pursue legal action. This may include seeking damages or other legal remedies. If legal action is pursued, appropriate legal authorities will be notified, and legal proceedings may follow.

4. Mission Statement , GOALS and Core Value

Mission Statement

The mission of NYEA is to provide English language learners with skills necessary to participate in a diverse global culture while achieving their personal, professional, and academic goals.

GOALS

To advance this mission, NEW YORK ENGLISH ACADEMY has established these institutional goals:

1. To hire and retain highly qualified staff and faculty members who seek to serve the principles outline in the NYEA mission statement
2. To refine and update the curriculum continuously in order to provide the highest quality English language training possible
3. To provide the highest quality students services from initial inquiry to exit exam and beyond by way of a streamlined and convenient admissions process, fair and transparent academic policies, opportunities for social engagement, and a genuinely enriching learning experience
4. To maintain a financially viable and stable institution of learning
5. To adhere to the highest ethical standard in all operations, communication and interaction with students and the general public, including marketing, promotions, and all other academy activities
6. To provide English training which serves the various needs of an ethnically, religiously, linguistically and culturally diverse, adult student body
7. To provide a sound academic atmosphere for positive experiences with people of other cultures in order to encourage a global view
8. To maintain rigorous management standards which provide for stable, organized, and predictable daily operations and adherence to the NYEA mission

Core Value

New York English Academy's core values are a concise set of principles that inform all decisions and actions:

1. Quality and Excellence – We commit to delivering high-quality, up-to-date English language programs that effectively develop students' skills.
2. Integrity and Fairness – We conduct our operations and communications honestly and fairly, treating all students, staff, and partners with respect.
3. Student-Centered Service – We prioritize student success, offering support services and learning environments that recognize individual needs and encourage retention and completion.
4. Diversity and Inclusion – We value the diverse backgrounds of our learners and faculty, promoting an inclusive environment that respects cultural, linguistic, and personal differences.
5. Continuous Improvement – We embrace self-evaluation and ongoing improvement to ensure our programs remain relevant and effective.
6. Community Engagement – We encourage active participation in the local community to enrich the educational experience and foster social responsibility.

These core values reflect the spirit of the ACCET Principles of Ethics and guide NYEA's mission to equip learners with the English skills they need to thrive in a diverse global society.

5. English as a Second Language Program

NEW YORK ENGLISH ACADEMY provides English-learning instruction through innovative linguistic pedagogy and promotes international cultural exchange. The program serves international students enrolled in school, permanent residents and citizens of limited English proficiency who want to refine their academic skills in English or who want to learn English for personal or professional reasons.

NEW YORK ENGLISH ACADEMY provides English language instruction for full-time students. In addition, instruction covers all skill areas: listening, speaking, reading, writing, and grammar. Applicants who apply for admission will be tested to determine their English proficiency prior to their starting date. Class level : Beginner , Intermediate, High-Intermediate, Advanced, High-Advanced and Proficient.

5.1. Academic Policies

5.1.1. Uniform Grading and Transcript Policy

Grades --Official grades are reported at the end of every month.

<i>Letter grade</i>	<i>Percentage</i>	<i>GPA points</i>	<i>Academic Standing</i>
A	90 and above	4.0	Honors
B+	85 – 89	3.5	Excellent
B	80 – 84	3.0	Above average
C+	75 – 79	2.5	Average
C	70 – 74	2.0	Pass
D	65 -69	1.5	Fail
F	Below 65	0	Fail
W		-	Withdrawal
INC		0	Incomplete
T		-	Terminate
Ab		0	Exam exemption

Assessment/Evaluation:

Students are required to complete all in-class and weekly assignments.

Students are required to take a Monthly Exam.

Grading: The final grade is based on the following:

✓ Weekly Assignments (Spoken and Written)	35%
✓ Monthly Exam	65%
Total	100%

Note: Students who begin their studies less than two weeks before the exam week are not required to take the exam. However, students may take the exam upon request. Exam results for exams taken within a student's first two weeks of class will not be included in the student transcripts unless requested by the student.

5.1.2. Initial Placement Test

Students who apply for admission must take a placement test as an initial placement test to determine their English proficiency prior to their start date.

Student test scores and the first level in which students are enrolled are included on their test sheets. They are placed in their student files and are maintained in digital format.

5.1.3. Class Level Change, Extended Stay, and Academic Review

New York English Academy may approve class level changes, extended stay exceptions, and academic reviews when educationally appropriate.

Category 1 – Initial Placement Adjustment

Used during a student's first week of classes when the student's actual English proficiency appears inconsistent with the initial placement results.

Examples:

- Class is too easy
- Class is too difficult
- Initial placement reassessment

Category 2 – Class Level Change

Used when a student requests an exception to the school's level placement determination following a Monthly Examination or other academic evaluation.

Examples:

- Request to remain in the current level
- Request for placement in a higher level
- Request for placement in a lower level
- School-approved level adjustment
- Other approved academic placement changes

Category 3 – Extended Stay Exception

Used when a student remains at the same level beyond the maximum period permitted under school policy and administrative approval is required.

Examples:

- Enrollment beyond the maximum period at the same level
- Extended study at the same level
- Administrative approval for continued enrollment

Category 4 – Academic Progress Review

Used when a student's academic progress requires formal review and administrative determination.

Examples:

- Academic progress review
- Academic support review
- Administrative academic review
- Academic intervention planning
- Follow-up academic evaluation

Documentation Requirements

The school may require supporting documentation, including but not limited to academic records, attendance records, assessment results, instructor recommendations, learning plans, academic improvement plans, and other relevant information when reviewing academic placement decisions.

Required Forms and Records

The school may utilize the following forms and records to document academic decisions:

- Class Level Change Request Form
- Academic Progress Review Form
- Academic Plan Form
- Other supporting academic records and documentation

All class level changes, extended stay approvals, academic reviews, academic plans, and related academic determinations will be documented and maintained in the student's academic record.

Detailed procedures are maintained by the school and may be revised as necessary to support academic quality, regulatory compliance, and student success.

5.1.4. Textbook Ownership and Verification

Students may not attend classes without the required textbook(s).

Students are not required to purchase textbooks through the school. Required textbooks may be purchased through online retailers, bookstores, publishers, or other authorized sources.

Students must obtain the required textbook(s) before or at the beginning of their course and maintain possession of the textbook(s) throughout their enrollment.

Students may be required to provide proof of textbook ownership or proof of purchase upon request by the school.

The use of unauthorized PDF copies, scanned copies, photocopies, or other unlicensed versions of copyrighted instructional materials is strictly prohibited.

Students who do not possess the required textbook(s) may be required to obtain the official textbook(s) immediately in order to continue participating fully in class activities.

The school reserves the right to verify textbook ownership and proof of purchase during Orientation and at any time during a student's enrollment.

5.1.5. Satisfactory Academic Progress (SAP)

Satisfactory progress is evaluated every month throughout the program. Students must make Satisfactory Academic Progress toward program completion. Satisfactory Academic Progress consists of two elements: (Quantitative Standard & Qualitative Standard)

The cumulative period of ESL instruction shall not exceed 36 months in accordance with ACCET standards.

Good Academic Standing

1. (Quantitative Standard)

The student is required to make quantitative progress toward program completion. To make satisfactory academic progress, a student must attend at least 80% of the scheduled class hours on a cumulative basis during the total registered program period..

2. Academic Grade (Qualitative Standard)

Students' academic averages are reviewed to determine qualitative progress. The minimum required is 70% with a cumulative grade point average (GPA) of no less than 2.0 (C) at the conclusion of each evaluation period.

Warning & Consecutive Failure

Students who fail to meet the 70% grade average for any evaluation period will be placed on warning status for the next evaluation period. Failure to achieve a 70% grade average at the end of the warning period will result in the dismissal of the student. Warning status (probation status from 1-3 months) does not impact the student's visa status.

The institution will notify a student by email if he or she is being dismissed by the administration for unsatisfactory academic progress.

Appeal Process

Students may submit a written appeal of their dismissal within five calendar days of receipt of the dismissal notice. The appeal must be accompanied by documentation of the mitigating circumstances that have prevented the student from obtaining satisfactory academic progress and evidence that changes have occurred to allow the student to now meet these standards. Only extraordinary circumstances will be considered. Before an appeal may be granted, a written academic plan must be provided to the student which clearly identifies a viable plan for the student to successfully complete the program within the maximum time frame allowed.

The School Director will assess all appeals, and determine whether the student may be permitted to continue in the school on a warning status, despite not meeting the satisfactory progress requirements. The student will be emailed the final decision within ten days of the school's receipt of the appeal. The decision of the School Director is final.

If the appeal is denied, the student will be dismissed from the school and his/her SEVIS status will be terminated.

- If the student submits an appeal within 5 days of receiving a dismissal notice and the appeal is denied: Students are dismissed on the date the appeal is denied, and their I-20 will be terminated in 14 days.
- If the student doesn't submit an appeal within 5 days of receiving a dismissal notice: Students are dismissed, and their I-20 will be terminated 14 days after the 5-day appeal process.

5.1.6. Grade Reporting Procedures

Each teacher records each student's assignment scores (spoken and written) on the attendance sheet at the end of each week. This data is accumulated and calculated into a monthly average by staff, and entered into the Student Database. After the monthly exam, each teacher inputs exam scores on the online attendance sheet. To establish the student grade, the exam results (which include the four primary language learning areas: reading, writing, listening and speaking), are also entered into the Student Database. They are then merged with the weekly assignment scores (spoken and written) and calculated in accordance with the Uniform Grade and Transcript Policy.

New York English Academy prints out the monthly grade transcript sheet and distributes it to each student. This document indicates a student's monthly grade, exam score and an average weekly assignment score. (Spoken and written) The SAP Academic Record which includes students' monthly test results, grades throughout the program and attendance rate is also printed out along with the monthly grade transcript sheet. Those documents are placed in a digital format.

5.1.7. Attendance and Tardiness

MINIMUM STANDARD

Attendance requirements are established to ensure students achieve measurable language proficiency outcomes and maintain continuous engagement necessary for ESL skill development.

In order to ensure that students progress through their programs in an educationally sound manner, and for New York English Academy to comply with the state, federal, and national accreditation rules and regulations, we require the following minimum standards of attendance. Students should understand that these standards are only the minimum requirements. Students are strongly encouraged to attend all of their classes.

- 1) The student is required to make quantitative progress towards program completion. A student must attend at least 80% of the scheduled class hours on a cumulative basis.
- 2) Any student whose cumulative attendance rate is less than 80% at the end of their program will be dismissed. The student's SEVIS record may be terminated.

Final Attendance Rate

When a student completes the program or withdraws before the scheduled program end date, the school will calculate the student's final attendance rate. In the case of withdrawal before the scheduled end date, the attendance rate will be based on the total number of weeks the student attended classes, not the number of weeks they were enrolled. (For F1 students, if the attendance rate falls below 80%, their I-20 may be subject to termination.)

- 3) A student who attends a class other than their designated class without formal approval from the school will be marked absent.

In the event that no notice of withdrawal (written or verbal) is provided, the institution automatically administratively withdraws a student after he or she has been absent for a maximum of Fourteen (14) consecutive calendar days (including weekends and holidays) without an approved Leave of Absence, Short-Term Absence, or Reduced Course Load. The school will complete a refund calculation and process any refunds accordingly.

WEEKDAY AND WEEKEND ATTENDANCE CALCULATION

The attendance requirement is the same for all students regardless of program schedule. Students enrolled in weekday programs attend classes five (5) days per week, while students enrolled in weekend programs attend classes two (2) days per week. Attendance is calculated based on the total scheduled instructional hours for the student's program. To maintain satisfactory attendance, all students must maintain a cumulative attendance rate of at least 80% of their scheduled class

hours. The attendance calculation methodology is applied consistently to both weekday and weekend programs.

ATTENDANCE RECORDING PROCEDURES

Attendance is recorded for each scheduled class period.

Students enrolled in weekday programs normally attend one scheduled class period per class day.

Students enrolled in weekend programs may attend multiple scheduled class periods during a class day. Attendance is recorded separately for each class period and maintained as part of the student's attendance record.

Regardless of how attendance is recorded for operational purposes, all attendance calculations are based on total scheduled instructional hours and total instructional hours attended. The minimum attendance requirement and attendance calculation methodology are applied consistently to all students regardless of program schedule.

MAKE-UP CLASSES

Students may be eligible for attendance recovery opportunities in accordance with the NYEA Make-Up Class Policy. All make-up class requests, approvals, attendance recovery activities, and school-authorized class recovery arrangements must be documented and maintained by the school. Detailed procedures are provided in the NYEA Make-Up Class Policy.

TRACKING, TARDINESS, AND EARLY DEPARTURES

Attendance is recorded in every class period by the instructor. Each day the teachers enter the class attendance data on the online attendance sheet and the hard-copy attendance sheet.

If a student arrives within 20 minutes after the scheduled start time, they will be marked as Late.

If a student arrives more than 1 hour after the scheduled start time, they will be marked as Absent.

Additionally, if a student leaves more than 1 hour before the end of class, the student will also be marked as Absent for that class session.

Three late marks are equivalent to one absence.

Attendance Recording and Verification Policy and Procedure

Policy:

The institution is committed to maintaining accurate and verifiable attendance records in compliance with ACCET requirements. Attendance is recorded daily and retained as part of the institution's permanent student record.

Procedure:

1. Daily Recording by Instructors

Each instructor records student attendance immediately after class through the Online Attendance System.

2. Data Entry and Record Retention

The Chief Operating Officer (COO) reviews the attendance sheets and inputs the attendance data into the school's database.

All attendance records maintained in the database are retained for a minimum of 20 years.

3. Verification of Accuracy

The Executive Director and Student Support Specialist periodically verify the accuracy of attendance records to ensure that all entries correspond with the instructors' attendance sheets.

Attendance Monitoring and Student Notification

The school provides attendance reports to students on a regular basis through email communication.

When a student's attendance rate approaches the minimum requirement of 80%, the Student Support Specialist will send a written warning via email. Students may request additional attendance information from the Student Support Specialist at any time. If a student disagrees with the recorded attendance, they may submit a formal dispute to the school.

EXCESSIVE ABSENCES (Attendance Warning Notice)

- Students whose attendance rate drops to below 83%, which is close to 80% threshold, will receive a warning by

email.

Appeal Process for students who receive warnings or are placed on probation

Students who disagree with any of the attendance data can appeal to the school within five calendar days from date of notice. A written Attendance Percentage Appeal form must be submitted to the school. A Student Service Specialist will have an interview with the teacher and determine the student's attendance mark. After it has been determined, the attendance data becomes permanent and can no longer be challenged. Students will be informed of the updated attendance rate by email.

Appeal Process for student whose rate is below 80% at the end of program (dismissal)

Students may submit a written appeal of their dismissal within five calendar days of receipt of the dismissal notice. A written Appeal form must be accompanied by documentation. Only extraordinary circumstances will be considered, such as death or severe illness in the immediate family.

Directors and Student Support Specialist will assess all appeals, and determine whether the student may be permitted to continue in the school. The decision of the Directors is final. The student will be emailed a written decision within ten days of the school's receipt of the appeal. If the decision is denial of the appeal, the student will be dismissed from the school and his/her SEVIS status will be terminated. If the appeal is approved, the student will continue the program.

Please note: If a student receives a third Dismissal Notice, the school will determine that the student has demonstrated a lack of intent to seriously participate in the academic program. In such cases, no appeal process will be offered, and the student will be dismissed from the school.

5.1.8. Absence

When a student must be absent from classes, the student must:

- Email admissions@newyork-english.edu to report the reason for absence OR
- Provide the school with a written explanation for the absence upon returning to classes.

5.1.9. Leave of Absence

A Leave of Absence (LOA) is an approved temporary absence from study during which an international F-1 student must remain outside the United States but is considered to be continuously enrolled at New York English Academy (NYEA).

This policy is established in accordance with ACCET Document 36.IEP and applicable federal regulations.

Applicability

This policy applies to all students, including international F-1 students. Additional federal requirements apply to students holding F-1 status.

Grounds for Approval

A Leave of Absence may be approved only for legitimate and compelling reasons, including but not limited to:

- Serious illness or medical condition of the student
- Death or serious illness of an immediate family member
- Other documented emergency circumstances beyond the student's control

The length and frequency of a Leave of Absence must not impede academic progress and must be reasonable within the context of NYEA's curriculum.

Student Request Requirements

1. The student must submit a written LOA request in advance of the start date of the leave, unless unforeseen circumstances prevent advance notice.
2. The request must:
 - Be signed and dated by the student
 - Clearly state the reason for the LOA
 - Specify the requested start and end dates
3. Supporting documentation must accompany the request.
4. Failure to submit a LOA request in accordance with NYEA's consecutive absence policy will result in withdrawal from the program.

Institutional Responsibilities

1. NYEA will document its decision regarding the LOA request in accordance with its published policy.
2. NYEA will not assess any additional charges or tuition during the approved LOA period.
3. NYEA will maintain written records of the LOA approval and supporting documentation.

Duration Limits

1. A Leave of Absence must not exceed five (5) months, consistent with federal regulations.
2. Any approved extension of an LOA must:
 - o Be requested in writing before the approved LOA end date
 - o Be supported by appropriate documentation
 - o Not cause the total LOA period to exceed five (5) months

Requirements for F-1 Students

1. During an approved LOA, an F-1 student:
 - o Must remain outside the United States
 - o Is considered continuously enrolled
2. The student is responsible for maintaining a valid passport and visa for reentry.
3. The student must notify NYEA of the planned return date prior to reentry.

Note: Federal regulations take precedence over ACCET policy if stricter.

Return to Study

1. Upon return from an LOA, the student must meet with the School Director or Student Support specialist.
2. In cases where the Leave of Absence is three (3) months or longer, NYEA may require:
 - o A language proficiency reassessment, and/or
 - o Academic advising prior to resuming classes
3. NYEA will determine appropriate placement consistent with sound educational practice.

Failure to Return

A student who fails to return by the approved LOA end date without valid justification will be withdrawn from the program.

Satisfactory Academic Progress and Maximum Enrollment

1. A Leave of Absence is not considered time spent in training.
2. LOA periods are included within NYEA's maximum enrollment period, which is calculated based on calendar time rather than cumulative training time. (36 months)
When a Leave of Absence is approved, the program end date may be extended for the minimum period necessary to allow the student to complete the program, provided the total enrollment period remains within the maximum enrollment limit established by the school.

Basic Process

[Students]

1. A student requesting a Leave of Absence (LOA) must do it in writing in advance, using the LOA request form and email the form at admissions@newyork-english.edu.
If a student does not request a leave of absence within a timeframe, s/he must be withdrawn.
2. A written LOA form must be accompanied by documentation.

Note :

- Students who are enrolled in an existing installment payment plan shall continue making payments in accordance with the original tuition agreement executed prior to the start of the Leave of Absence. Such payments apply to instructional periods conducted before or after the Leave of Absence and do not constitute tuition or additional charges assessed for the Leave of Absence period itself.
- The student must notify the school in advance of the planned return date and provide travel information, such as a copy of the flight itinerary, upon request.
- Admission to the United States is determined solely by U.S. Customs and Border Protection (CBP).
- Approval of a Leave of Absence by NYEA does not guarantee reentry to the United States. NYEA cannot be held responsible for any immigration decisions made by CBP.
- A student who does not return on the scheduled return date without a valid excuse will be

automatically withdrawn from the school and dismissed.

- The leave of absence must not exceed five months, consistent with federal requirements.

[School]

1. School shall not assess the student any additional charges as a result of the leave of absence.
2. If a student has taken a Leave of Absence of three (3) months or longer, the School will conduct either a language proficiency reassessment or an interview.

5.1.10. Short-Term Absence Policy (Vacation policy)

Students may be granted a Short-Term Absence (vacation), which is a temporary break in the student's attendance during which s/he is considered to be continuously enrolled.

(For F1 visa students)

The student is entitled to take up to eight weeks of short-term absence during ongoing program after completing a 26 week course. Students must request the short-term absence permission in writing one week before the beginning date of the absence.

Note: Any whole weeks of classes missed for medical leave/leave of absence/general absence do not count as time studied. If you miss/missed a whole week of class your vacation start date will be delayed by the week you have missed

1. Eligibility:

Full-time F-1 students enrolled in NYEA are eligible for annual vacation time as outlined below.

2. Vacation Entitlement:

After 26 Weeks of Study:

- Upon completing 26 weeks of study, full-time F-1 students are entitled to up to 8 weeks of annual vacation.

3. Class Requirement After Vacation:

- Students must be enrolled for at least 4 weeks of classes after the vacation period in order to be approved.

4. Payment Plan:

- The payment plan for tuition and fees remains unchanged during vacation periods.

5. Procedure:

a. Requesting Vacation:

- Students must submit a vacation request form to Student Support Specialist one week in advance of their intended vacation period.

b. Approval Process:

- Vacation requests will be reviewed and approved by the Director based, Student Support Specialist or DSO on the student's academic standing and attendance in compliance with F-1 visa regulations.

c. Documentation:

- Students are required to maintain accurate records of their vacation periods and submit a vacation form request to jamesnyea@gmail.com one week prior to the vacation start date.

6. Compliance:

- Students must adhere to all F-1 visa regulations and NYEA's policies regarding attendance and academic progress while on vacation.

7. Notification:

- Students are responsible for informing their designated school officials (DSOs) of their vacation plans and any changes to their study schedule.

8. Exceptions:

- Exceptions to this policy may be granted in extenuating circumstances and will be reviewed on a case-by-case basis by the School Director and DSO.

9. Effective Date:

- This policy is effective as of April 1, 2024 and applies to all full-time F-1 students enrolled at NYEA.

10. Review and Revision:

- This policy will be reviewed annually by the Higher Management and may be revised as necessary to ensure compliance with regulations and best practices.

11. Contact Information:

- For questions or further information regarding this policy, please contact Student Support Specialist.

(F1 Students must)

- Students who register for a course of twenty six weeks or more.
- Students who maintain the mandatory 80% attendance rate.
- Students who maintain Satisfactory Academic progress.
- Students must have a minimum of four weeks classes after Short Term Absence and must attend the class.
- Short Term Absence should not start on a Monthly exam week
- Students who fail to return to class after his/her short-term absence will be dismissed from the school and their SEVIS status will be terminated.

For F1 students : The short-term absence is not to be considered a break between sessions. Students must continue their studies without any break between the current and upcoming sessions, except in the case of an approved short-term absence.

(For Non-I-20 students : Program Freeze)

The student is required to submit the form 1 week prior to the vacation.

Basic Process

[Students]

1. A student requesting a Short Term Absence (STA) must do in writing in advance, using the Short Term Absence request form one week prior to starting the absence and email the form at admissions@newyork-english.edu.
2. If a student does not request Short Term Absence within a timeframe, s/he must be marked Absent on the attendance roster.

Note :

- A student must be on their monthly/quarterly payment plan and continue making regularly scheduled tuition payments during the time that s/he is on an approved Short Term Absence.
- A student who does not return on the scheduled return date will be marked Absent on the attendance roster.
- Short Term Absence Starting date cannot be monthly exam week.

[School]

1. The length and frequency of Short Term Absence and school breaks must not impede student progress and must be: (a) reasonable within the context of the institution's curriculum; (b) consistent with sound educational practice; (c) reasonable relative to the period of study completed by the student; and (d) consistent with the institution's published policy.
2. A Short Term Absence may only be granted after a student completes an extended period of study (at least 12 or 26 consecutive weeks of attendance).
3. School must not assess the student any additional charges for Short Term Absence request.

5.1.11. Animal Policy

1. Service Animals:

- a. Access: Service animals are permitted to accompany students with disabilities in all areas of the school where students are normally allowed to go.
- b. Identification: Students with service animals must provide appropriate documentation that verifies the animal's status as a service animal. This may include a letter from a licensed healthcare provider or proof of the animal's training.
- c. Responsibilities: The student must ensure that the service animal is under control at all times. The animal should be harnessed, leashed, or tethered unless these devices interfere with the service animal's work or the individual's disability prevents using these devices.
- d. Care and Supervision: The care and supervision of the service animal are the responsibility of the student. The school is not required to provide care or food for the animal.

2. Emotional Support Animals:

- a. Access: ESAs are not granted the same access rights as service animals under the ADA. ESAs are typically not allowed in school facilities except in specific circumstances where they are part of a documented accommodation plan approved by the school administration.
- b. Documentation: Students requesting to bring an ESA to school must provide documentation from a licensed

- healthcare provider that substantiates the need for the ESA as part of their treatment plan for a disability.
- c. Approval Process: Requests for ESAs will be reviewed on a case-by-case basis. The approval process will consider the necessity of the animal for the student's participation in school activities and any potential disruptions or health concerns the animal might pose to the school environment.

(Procedures for Requesting Accommodation)

1. Request Submission:

- Students must submit a request for accommodation to the school administration, including the required documentation for either a service animal or an ESA.

2. Review Process:

- The administration will review the request, verify the documentation, and determine the appropriate accommodations. This process may involve consultation with the student, healthcare providers, and school staff.

3. Notification:

- The student will be notified of the decision in writing. If approved, the notification will include any specific conditions or requirements related to the presence of the animal on school premises.

4. Appeals:

- Students may appeal decisions regarding accommodations by submitting a written appeal to the school administration within 10 business days of the decision.

Compliance and Conduct

- Behavior: The service animal or ESA must not disrupt the educational environment. Any disruptive behavior may result in the animal being removed from school premises.

- Health and Hygiene: The student is responsible for ensuring that the service animal or ESA is clean and well-groomed to maintain health and hygiene standards within the school.

NYEA is committed to ensuring that students with disabilities have equal access to educational opportunities and support. This policy is designed to balance the needs of students who require service animals or ESAs with the overall well-being of the school community.

5.1.12. Religious Holiday Policy

1. NYEA students are entitled to three days off per year for religious holidays.
2. Students must inform the school and their teacher at least two weeks prior to the requested dates.
3. Religious holidays won't affect a student's attendance rate.
4. Students who observe religious holidays will be granted the opportunity to make up any missed assignments, exams, or classwork without facing academic penalties. Instructors will offer reasonable extensions and alternative arrangements to ensure that students are not disadvantaged due to their observance.
5. Should an individual feel that their request for a religious holiday accommodation has been unfairly denied or inadequately addressed, they have the right to file an appeal with the Academic/Admissions department. This appeal must be submitted in writing within 10 business days of the initial decision. The Academic department will conduct a thorough review of the appeal and issue a final decision.

[Procedures for Requesting Religious Holiday]

Notification:

Students must notify their instructors and the administration of their intent to observe a religious holiday at least two weeks in advance. Notification should be in writing and include the specific dates and nature of the observance.

Review and Approval:

Requests for religious holiday accommodations will be reviewed on a case-by-case basis.

Approval will be communicated in writing to the individual making the request.

Making Up Missed Work:

Students will be allowed to make up any missed assignments, exams, or classwork without academic penalty.

Instructors will provide reasonable extensions and alternative arrangements to ensure that students are not disadvantaged by their observance.

Responsibilities:

Individuals observing religious holidays must plan ahead to minimize disruptions to their academic responsibilities. Instructors and supervisors are responsible for facilitating reasonable accommodations and ensuring that no individual is penalized for their religious observance.

Confidentiality:

All requests for religious holiday accommodations will be treated confidentially. Information will only be shared with those necessary to implement the accommodation.

Appeals:

Individuals who believe that their request for a religious holiday accommodation has been unfairly denied or inadequately addressed may file an appeal with the Academic/ Admissions department. The appeal must be submitted in writing within 10 business days of the decision. The Academic department will review the appeal and issue a final decision.

5.1.13. Reduced Course Load Policy [Medical]

Students normally must enroll in a full-time course load each term to keep their F-1. Students may request Reduced Course Load if s/he has a medical reason.

DSO authorizes RCL in SEVIS prior to the student commencing the reduction.

Note : **According to SEVIS regulations, the end date of a student's I-20 typically cannot be extended due to a Reduced Course Load (RCL). The I-20's program end date is generally tied to the completion of the program of study, not to individual course load reductions. Therefore, your attendance will be marked as present during the RCL period.

[Medical Reason :]

A medical leave is a temporary break in study for documented medical purposes during which time an international F student remains in the United States and is considered to be continuously enrolled with a reduced course load, consistent with federal regulations. RCL requests with a medical reason cannot exceed twelve months. Approval by DSO may excuse a student from all classes.

The RCL start date should be the day the DSO approves the RCL. The end date should be the doctor's note ending date.

A student who request RCL must do in writing*, using the Reduced Course Load request form along with medical documentation from a licensed:

- a) Medical Doctor
- b) Doctor of Osteopathy
- c) Clinical Psychologist

RCL (Reduced Course Load) requests will not be backdated by more than one month.

[Academic Difficulties]

A student may apply for Reduced Course Load with the following conditions.

- Improper course level placement
- Initial difficulty with reading requirements
- Initial difficulty with the English language

Basic Process

[Students]

- I. A student requesting a Reduced Course Load (RCL) must do in writing, using a Reduced Course Load request form and email the form at admissions@newyork-english.edu.

[Medical issue] :

Student must submit the letter from medical documentation from a licensed doctor, Doctor of Osteopathy or Clinical Psychologist with their license number.

[Academic difficulties] :

Student must contact School Director, Academic Coordinator or Assistant Director to explain the academic problems. The request may be approved after DSO verifies the student's situation.

Note :

- A student must be on their monthly/quarterly payment plan and continue making regularly scheduled tuition payments during the time that s/he is on an approved Reduced Course Load.
- A student who does not return on the scheduled return date will be automatically withdrawn from the school and his/her I-20 may be terminated.
- If a student does not request a RCL within a timeframe consistent with the institution's consecutive absence policy, s/he must be withdrawn and his/her I-20 may be terminated.

[School]

1. Each request should be evaluated on an individual basis
2. School will not assess the student any additional charges as a result of the RCL.
3. The length and frequency of the medical leave must not impede student progress and must be reasonable within the context of the NYEA's curriculum.

5.1.14. Excused Absence Policy

Policy

Students may be granted an excused absence for short-term medical conditions or other valid reasons that temporarily prevent class attendance. An excused absence is defined as an approved absence supported by appropriate documentation. Excused absences are counted in attendance calculations and do not increase the maximum number of allowable absences; however, they may be considered for academic and administrative purposes.

This policy applies only to short-term situations (generally up to **10 – 14 consecutive calendar days**) and does not require SEVIS authorization.

It is distinct from Reduced Course Load (RCL) and Leave of Absence (LOA) policies.

Eligibility

Excused absences may be granted under the following conditions:

- Short-term illness (e.g., cold, flu, or minor medical condition lasting up to approximately 10 - 14 days)
- Medical appointments
- Other documented and valid short-term circumstances beyond the student's control

Documentation Requirement

To qualify for an excused absence, the student must submit appropriate documentation, such as:

- A doctor's note from a licensed Medical Doctor, Doctor of Osteopathy, or Clinical Psychologist
- Other official documentation supporting the reason for absence

Documentation must clearly indicate the dates during which the student was unable to attend classes.

Limitations

- Excused absences do not change the student's program end date or enrollment status.
- The institution reserves the right to deny excused absence requests if documentation is insufficient or the request is deemed excessive.

Procedure

1. The student must notify the school as soon as possible regarding the absence.
2. The student must submit supporting documentation within a reasonable timeframe after returning to class.
3. The Student Support Specialist, in consultation with the School Director or DSO (if applicable), will review the request.
4. Even with valid documentation such as a doctor's note, excused absences are counted in attendance calculations and do not increase the maximum number of allowable absences. The institution may consider such absences for academic and administrative purposes, including make-up work or review of student status.

Important Notes

- Excused absences do not require SEVIS reporting or authorization.
- Excessive absences, even if excused, may still affect academic progress or course completion.
- This policy does not override federal regulations related to F-1 student status.

5.1.15. Program Changes

Each student's program is the result of consultation at the time of registration. Program changes can be made only after further discussion with administrative personnel, a complete understanding of the reason for the requested change, and

the effect the change will have on the student's scholastic and career goals.

5.1.16. Certificate of Completion

To meet NEW YORK ENGLISH ACADEMY's graduation requirements for a Certificate of Completion, the student must

- 1) Have a minimum passing grade of 70%; (Except American TESOL)
- 2) Have met all financial obligations
- 3) Have maintained required attendance rate

Upon successfully completing the program, students are given a Certificate of Completion.

Placement assistance service: Although placement assistance service may be provided, the school does not guarantee employment to any student or graduate.

5.1.17. Guidelines for Fair- Use Duplication of Copyrighted Classroom Material

New York English Academy (NYEA) requires all students to follow copyright laws and software usage rules. These policies protect students, faculty, and the school.

1. Copyright

Students are not allowed to:

- Copy, share, or scan textbooks, PDFs, or class materials without permission
- Copy "consumable" materials such as workbooks or answer sheets
- Share digital materials with other students or outside parties
- Upload class materials to the internet
- Record or copy movies, music, or other copyrighted content
- Use or distribute any materials without the teacher's approval

All NYEA materials are for personal use only.

2. Software Use

When using NYEA computers or systems, students must not:

- Install unapproved software or apps
- Use pirated or illegal software
- Share or use license keys without permission
- Download software or media illegally

Only NYEA-approved software may be used on school computers.

3. Violations

If a student violates this policy, NYEA may take the following actions:

- Restrict access to school systems
- Issue written warnings
- Apply disciplinary actions according to school rules (including possible dismissal in serious cases)

5.1.18. Weekly Assignments

Weekly assignments (Spoken and Written) are assigned regularly and are an important part of the learning process. All students are expected to complete assignments to the best of their ability and to present them in class on the due day.

5.1.19. Academic Integrity / Plagiarism Policy

New York English Academy expects all students to complete their own work and submit original assignments.

Plagiarism, cheating, copying another student's work, using unauthorized materials, or submitting work that is not the student's own is not permitted.

Plagiarism or academic dishonesty will be handled as follows:

1. First violation:

The student will be given the opportunity to redo the assignment for full credit. If the student does not submit a revised assignment, the student will receive a zero for the assignment.

2. Second violation:

The student will not be given the opportunity to redo the assignment and will receive an automatic zero for the

assignment.

3. Third violation:

The student will fail the marking period and will be placed on Academic Probation (for 1-3 months).

4. Fourth violation:

The student will be dismissed from New York English Academy.

Academic integrity violations may also be reviewed under the school's Conduct Code when appropriate.

5.1.20. Make-Up Class Policy and Procedures

New York English Academy maintains the following Make-Up Class Policy and Procedures to ensure accurate attendance records and the completion of required instructional hours. All make-up class activities are subject to approval, documentation, verification, and attendance record review by the Academic Department. The school reserves the right to approve, deny, schedule, or modify make-up class arrangements based on academic, operational, and regulatory requirements.

Category 1: Alternate Class Attendance (Free)

Purpose

Students who know in advance that they will be unable to attend a scheduled class may attend another scheduled class of the same course and level.

Requirements

- Advance notification is required whenever possible.
- Approval from Academic Staff is required.
- The alternate class must be the same course and level as the missed class.
- The alternate class must be completed within the attendance period designated by the Academic Department.
- Attendance credit will be granted only after successful completion of the alternate class.

Cost

- Free of charge.

Examples

- Medical appointment
- Immigration appointment
- Court appearance
- Family obligation
- Other pre-approved absences

Category 2: Attendance Recovery Make-Up Class (Paid)

Purpose

Students who have accumulated absences and wish to improve their attendance percentage may request an Attendance Recovery Make-Up Class.

Requirements

- Submission of a Make-Up Class Request Form.
- Approval from Academic Staff.
- Payment of the required fee prior to scheduling.
- Completion of the assigned make-up class.

Cost

- \$100 per 3-hour make-up class.

Examples

- Unexcused absence
- Failure to provide advance notice
- Attendance deficiency

Category 3: School-Initiated Make-Up Class (Free)

Purpose

To provide replacement instruction when a scheduled class cannot be conducted due to circumstances under the school's control.

Requirements

- The school will determine the method and schedule of the make-up instruction based on operational and academic needs.
- Students will be notified of the replacement instruction.
- Students will not be charged any fee.

Cost

- Free of charge.

Examples

- Instructor illness
- Instructor emergency
- Instructor absence when no substitute instructor is available
- Classroom or facility issue
- Administrative scheduling error

The school may recover missed instructional hours through extended class sessions, additional instructional days, alternate class offerings, adjusted class schedules, or other equivalent instructional arrangements determined by the Academic Department.

Category 4: Scheduled School Holidays (No Make-Up Required)**Purpose**

Classes are not held on scheduled school holidays and other dates published on the Academic Calendar.

Procedures

- Students will not be marked absent.
- No make-up class is required.
- Attendance is not affected.

Examples

- Federal holidays observed by the school
- School holidays published on the Academic Calendar

Category 5: School Safety Closures (No Make-Up Required)**Purpose**

When the school is closed due to safety-related concerns, students will not be penalized for missing classes.

Procedures

- Students will not be marked absent.
- No make-up class is required.
- Attendance is not affected.
- The closure will be documented by the school administration.

Examples

- Severe weather
- Public safety emergencies
- Government advisories
- Transportation emergencies
- Other safety-related circumstances

Documentation and Attendance Records

All make-up class activities must be documented and approved before attendance records may be adjusted.

The Academic Department will review requests, verify completion, maintain supporting documentation, and update attendance records when applicable.

Attendance records will not be adjusted until all required documentation has been submitted and verified.

For School-Initiated Make-Up Classes, the Academic Department shall document the reason for the cancellation, the method used to recover missed instructional hours, and the completion of the replacement instruction.

All make-up class records, attendance adjustments, class cancellation records, and related documentation shall be maintained in the school's official student record management system and student records.

Required Forms

The school may utilize the following forms and records to document make-up class activities, class cancellations, school closures, and attendance-related exceptions:

- Make-Up Class Request Form (Categories 1 and 2)
- Class Cancellation, Closure, and Recovery Log (Categories 3, 4, and 5)

The Make-Up Class Request Form shall be used to document student requests, approvals, completion verification, and attendance adjustments for Categories 1 and 2.

The Class Cancellation, Closure, and Recovery Log shall be used to document school-initiated class cancellations, scheduled school holidays, school safety closures, recovery methods, completion of recovered instructional hours, and other attendance-related exceptions for Categories 3, 4, and 5.

The school may modify, update, or replace forms and records as necessary to support operational needs, regulatory requirements, and accurate attendance tracking.

5.1.21. Up-to-date Instructional Materials

The school makes use of current and modern instructional materials such as textbooks, CDs, and DVDs, periodically reviewed by faculty and administration. The Director of Academics secures updated versions of educational materials.

5.1.22. Class Cancellation Decision Process

When circumstances arise that may affect the safety, security, health, welfare, or normal operation of the school, the school administration will evaluate the situation and determine whether class cancellation is necessary.

The evaluation process will include consultation between the Executive Director and the COO/CFO, who will review available information and assess the potential impact on students, faculty, staff, and school operations.

Factors considered may include, but are not limited to:

- Student and staff safety;
- Severe weather conditions;
- Transportation disruptions;
- Public safety concerns;
- Large-scale public events resulting in unusual crowd conditions;
- Government advisories or emergency notifications;
- Building accessibility and operational conditions;
- Other circumstances that may pose a reasonable risk to the school community.

After consultation and review, the final decision regarding class cancellation shall be made by the Chief Executive Officer (CEO).

Students and staff will be notified as soon as reasonably possible through available communication channels.

If classes are canceled, the school will ensure that all missed instructional hours are appropriately made up through rescheduled classes, equivalent make-up instruction, extension of the course or program end date, or other approved instructional methods.

5.1.23. Class Hour (Clock-Hour) Schedule

Standard English FT (18 hours)									
	Mo	Tu	We	Th		Fr		Sa	Su
10:00-10:50	Instruction				10:00-10:50	Instruction		9:00-10:00	Instruction
10:50-11:10	Break							10:00-10:10	Break
11:10-12:50	Instruction				10:50-11:10	Break		10:10-11:50	Instruction
12:50-1:00	Break							11:50-12:20	Lunch Break
1:00-1:30	Instruction							12:20-2:00	Instruction
6:00-6:50	Instruction				11:10-12:50	Instruction		2:00-2:10	Break
6:50-7:10	Break							2:10-3:50	Instruction
7:10-8:50	Instruction				12:50-1:10	Break		3:50-4:10	Break
8:50-9:00	Break							4:10-6:10	Instruction
9:00-9:30	Instruction				1:10-2:00	Instruction			

Standard English FT (14 hours)					Conversation & Pronunciation (4 hours)		
	Mo	Tu	We	Th		Mo	We
10:00-10:50	Instruction				2:00-2:50	Instruction	
10:50-11:10	Break				2:50-3:10	Break	
11:10-12:50	Instruction				3:10-4:00	Instruction	
12:50-1:00	Break						
1:00-1:30	Instruction						
6:00-6:50	Instruction						
6:50-7:10	Break						
7:10-8:50	Instruction						
8:50-9:00	Break						
9:00-9:30	Instruction						

NEW YORK ENGLISH ACADEMY measures course work in units called instructional hours. An instructional hour equals fifty minutes of classroom instruction.

NEW YORK ENGLISH ACADEMY measures course work in units called instructional hours. An instructional hour equals fifty minutes of classroom instruction.

6. Admission

6.1. Admission Requirements

NEW YORK ENGLISH ACADEMY welcomes applications from individuals seriously interested in acquiring the knowledge and skills necessary for improving their English language skills. Applicants are accepted without regard to race, color, national origin, creed, sex, or physical handicaps.

F1 students must attend a Full-time program. (18 hours/week)

- 1) Applicants are required to take a placement test prior to starting the program
- 2) Minimum Age : Sixteen
- 3) A student who was terminated for not meeting NEW YORK ENGLISH ACADEMY's academic progress policy and attendance policy are not allowed to re-enroll.
- 4) Maximum Period of Enrollment
The maximum period of enrollment at NYEA is 36 months (144 weeks).
This maximum period includes all periods of enrollment, including but not limited to instructional periods, vacation periods, approved Leaves of Absence (LOA), and any authorized Reduced Course Load (RCL).
Students may not remain enrolled beyond 36 months under any circumstances.
Program extensions do not increase the maximum allowable period of enrollment.

6.2. Admission Procedures for Programs

Applicants may complete NEW YORK ENGLISH ACADEMY's "Application For Admission" and return it to the school. Upon acceptance and in accordance with New York State Education Department Regulations, the applicant and NEW YORK ENGLISH ACADEMY complete an Enrollment Agreement.

The Agreement specifies all costs, payment methods, and programs of instruction.

Participation of the program orientation is required for all applicants. Orientation must be completed prior to the start of classes.

If a student does not begin their program within two weeks of their scheduled starting date, NYEA will consider the admissions withdrawn. For F1 students, their I-20 will be terminated as no-show.

[A list of non-refundable fees]

Non-refundable fees are specified in the Enrollment Agreement.

[Payments methods]

- ACH Bank Debit
- Zelle : frc_nyea@newyork-english.edu or NYEA-Pay
- Credit Card
- Venmo - [@nyea4754](#)
- Bank wire transfer
- Check : make a check payable to New York English Academy
- Cash : at the office

Additional:

- 1) Check payment : \$30 charge for each bounced check.
- 2) Bank Wire Transfer payment : All bank charges for wire transfer must be paid by the student; NEW YORK ENGLISH ACADEMY will not assume any bank wire transfer charges.

Please note: The school does not offer any type of financial aid.

[Payment Options]

- 1) Full payment
- 2) Partial payment:

[International students with an F1 visa from overseas]: At a minimum, overseas students must pay the registration fee + FedEx fee (if applicable) + I-20 processing fee. The rest of the balance must be paid within 2 weeks of receiving your visa AND before entering the U.S. [Non I-20 students and F1 visa holders currently in the U.S.]: The seat will be secured upon

payment of the registration fee. The rest of the balance must be paid 2 weeks prior to the start date. [Status change students]: Students must pay the registration fee + I-20 processing fee to receive a Form I-20. The rest of the balance must be paid 2 weeks prior to the start date.

[Payment plan]:

Students can choose the following payment plans. Please keep this letter with your payment plan form.

- Monthly payment
- Quarterly payment (every 12 weeks) – Only if the student registered for more than 12 weeks.

[Payment plan policy]

- 1) An additional \$50 installment fee will be applied to each payment on this plan.
- 2) Tenth of each month is the payment due.[or arranged by the office]
- 3) The payment plan due date remains the same even if you take a vacation, LOA or RCL.
- 4) You are responsible for the payment by the due date on the form. The school does not send payment reminders on a monthly or quarterly basis. Students who select a payment plan are provided with a payment plan form. If a student does not make payments according to the agreed schedule, an 8% late fee will be applied. A payment plan is not available unless the completed payment plan form is received by the school. If a student does not have a credit card, we may accept a debit card or require an upfront deposit as security.
- 5) Students who are not on an F-1 visa and wish to make monthly or quarterly payments are required to enroll in auto-pay using a credit card. The school will charge the designated credit card within five (5) to ten (10) days of each due date.
- 6) If you withdraw from the school during the program and have completed more than 50% of the session, you will be required to pay the remaining balance of your invoice in accordance with our refund policy.
- 7) If you wish to change your payment plan, you must contact at fre_nyea@newyork-english.edu in advance.
- 8) If a student becomes more than two months delinquent in tuition payment while continuing to attend classes, the school will issue a payment notice requesting immediate payment. Failure to pay by the stated deadline will result in dismissal

[Discount Policy]

- a) There is no discount for the class tuition fee.
- b) For Transfer students ; I-20 processing fee for F1 student, I-20 maintenance fee and Facility fee are waived. (Except for Initial transfer-in student). Note: The maximum registration for the first admission is twenty four weeks.

[Extension admission]

All classes (Full-time and Part-time : Morning, Evening and weekend classes)

Registration fee will be waived if a student already paid a registration fee in their first admission. Please be advised that the extension process must be completed before the current session end date in order to get the registration fee waived.

Enrollment Process=

NEW YORK ENGLISH ACADEMY is authorized under federal law to enroll non-immigrant foreign students. A foreign student may register by mail (postal mail or email) or through a relative or friend in the United States.

F1 students must attend a Full-time program (18 hours/week) and maintain a minimum of 80% attendance rate.

The required documents for are

[F1 Visa] (I-20)

- 1) A valid passport copy showing student's full name , date of birth, country of birth and citizenship
- 2) Completed Enrollment Agreement
- 3) Bank Statement
- 4) Current I-20 copy (For Transfer student)
- 5) F1 visa copy (For Transfer student)
- 6) I-94 copy (For Transfer student)

New York English Academy will complete the I-20 form and send it to the student for presentation to the proper consular officials. New York English Academy is not responsible for approving an applicant's visa status. The decision to approve completely depends on the US embassy or Consulate in the student's respective country.

[B1/B2 visa / ESTA]

- 1) Completed Enrollment Agreement
- Those on ESTA, B1/B2 visas cannot participate in a Full-time program.

[J1 visa] (Status Change)

- 1) A valid passport copy showing student's full name , date of birth, country of birth and citizenship
- 2) Completed Enrollment Agreement
- 3) Bank Statement
- 4) I-94 copy
- 5) Current visa copy

New York English Academy is not responsible for filing a student's status change with USCIS. Students are encouraged to apply for their status change through an immigration lawyer. The school is also not responsible for approving an applicant's visa status. The decision to approve completely depends on USCIS.

Enrollment Procedures

1. Applicants must complete a Writing placement test.
2. Applicants must review the program fee and program details.
3. Required documents will be sent via email and must be submitted to the school by email.
4. The Admission Team will review all submitted documents.
5. Required payment must be completed.
6. Applicants must complete a Speaking placement test.
7. A Welcome email including the program start date, class information, and orientation schedule will be issued. Students are required to begin the program on the designated start date.

6.3. Program Extension

Students who require additional time to complete their study are eligible to apply for the upcoming session of the program. New York English Academy must be informed one week prior to the final day of the current session; appropriate financial document(s) must be provided. The process must be completed by the scheduled ending date. Students must begin the upcoming session without any break between the current and upcoming sessions, unless an approved Vacation, Reduced Course Load (RCL), or Leave of Absence (LOA) has been granted.

6.4. Transfer-Out Students

Students who wish to transfer out from New York English Academy should bring the following documents to the school office.

1. Transfer form from a SEVP-certified school
2. An acceptance letter

Note :

- 1) Students who finished their program successfully:
 - a) The student is entitled to receive a sixty days grace period.
 - b) The student must bring the above documents at least ten days prior to the last day of their grace period.
- 2) Students who withdraw prior to program completion
 - a) The student is not entitled to a sixty-day grace period.
 - b) The student should submit the required documents within fourteen days of their last day of attendance.
If the required documents are not received by the specified date, the student's SEVIS record may be terminated.
- 3) After student completes or withdraws from the program, the school will review the student's overall records for internal documentation purpose.
 - a) Program fee balance owed
 - b) Attendance rate
 - c) Academic records

Accordance with SEVIS regulation, 80% or higher of the attendance rate is required

6.5. F1 Visa Student Obligations

F-1 students are solely responsible for maintaining their F-1 status in accordance with U.S. federal regulations, SEVP requirements, and NYEA institutional policies. Failure to comply may result in termination of the student's SEVIS record and dismissal from the school. Violations such as failure to maintain full-time enrollment, failure to maintain

attendance, unauthorized employment, or failure to comply with reporting requirements may result in SEVIS termination..

1. Full-Time Enrollment

- Students must maintain full-time enrollment at all times (minimum 18 hours per week for NYEA language programs).
- Reduced Course Load (RCL) is permitted only in limited circumstances (e.g., medical reasons or initial academic difficulty) and must be approved in advance by the Designated School Official (DSO).
- Unauthorized reduction of hours is a violation of F-1 status.

2. Attendance Requirements

- Students must maintain at least 80% attendance at all times.
- Frequent tardiness or absences may negatively affect visa status.
- If a student is absent for two consecutive weeks without prior approval, the student may be dismissed and their SEVIS record terminated.
- Any absence due to illness, travel, or emergency must receive prior official approval from the school office.

3. Satisfactory Academic Progress

- Students must maintain satisfactory academic progress and complete all required coursework and examinations.
- Poor academic performance may result in probation, dismissal, and/or SEVIS reporting.
- Students experiencing academic difficulty must consult instructors or staff immediately.

4. Program Completion & Extension

- Students must complete their program within the program end date listed on Form I-20.
- Program extensions must be approved and processed before the I-20 expiration date.
- If more than 15 days pass after the program end date without proper action, the student may not continue at NYEA and must transfer to another institution.

5. I-20 & Documentation

Students must:

- Maintain a valid, unexpired Form I-20 at all times.
- Keep a valid passport (valid at least 6 months into the future).
- Maintain a valid F-1 visa for re-entry purposes.
- Obtain a valid DSO travel endorsement before international travel. Re-entry into the United States is determined solely by U.S. Customs and Border Protection (CBP). NYEA cannot guarantee re-entry.
- Carry valid passport, visa, and I-20 when traveling.

6. SEVIS Reporting Requirements

Students must notify the DSO within 10 days of any change to:

- U.S. address
- Phone number
- Email address
- Failure to report changes may result in SEVIS violation.

Students are responsible for regularly checking their email and school communications. Failure to read official notices does not excuse non-compliance.

7. Employment Restrictions

- On-campus employment requires prior school authorization.
- CPT and OPT are not available in NYEA's language program.

- Any unauthorized employment will result in immediate SEVIS termination and loss of F-1 status.

8. Vacation Eligibility

- Students may take vacation only after completing a full academic year (normally 26 weeks of study).
- Vacation must be approved in advance by the DSO.
- Students may not take vacation before meeting eligibility requirements.

9. Grace Period

- After successful program completion, students may receive a 60-day grace period.
- During this period, students must transfer, change status, or depart the United States.
- No grace period is granted if the SEVIS record is terminated or if the student withdraws without authorization.

10. Health Insurance

- Health insurance coverage is strongly recommended.
- Students are responsible for any medical expenses incurred during their stay in the United States.

11. Compliance with U.S. Laws

- Students must comply with all U.S. federal, state, and local laws.
- Underage drinking (under 21), DUI, or criminal activity may result in immediate SEVIS termination.
- Marijuana remains illegal under federal law regardless of state regulations and may result in visa cancellation.
- Any criminal record may negatively affect visa renewal or re-entry.

12. Responsibility to Stay Informed

F-1 students are responsible for reviewing and complying with regulations published by:

- USCIS
- Study in the States (DHS)
- ICE/SEVP

13. Reinstatement Process

NYEA does not handle or process reinstatement applications.

Students must remain informed of regulatory updates. Maintaining F-1 status is solely the responsibility of the student.

6.6. Program Fee Payment Information

The registration fee, class tuition fee, and textbook prices are indicated clearly on the enrollment agreement.

A non-refundable registration fee is required to hold a space in a class. The total program fee is due prior to the scheduled start date.

Note: The school does not owe any transaction charges.

7. Cancellation and Refund Policy

Fees and charges paid to the school for goods and services which have not been provided by the school shall be refunded. A student may cancel this agreement at no penalty, provided the student has not begun instruction. If the student withdraws or stops attending after instruction has begun, the school may retain not more than tuition liability as of the student's last date of physical attendance. Students in violation of school policies and/or local, state, or federal law are still eligible for tuition refund.

[Refund due date]

1. If the student never attended class (no show) or cancels the enrollment prior to the class start date, the refund will be made within 45 calendar days of the first scheduled day of class or the date of cancellation, whichever is earlier.
2. For an enrolled student, the refund will be calculated using the last date of attendance and will be made within 45 calendar days from the documented date of determination.

The date of determination is

- a) the date the student gives notice of cancel/withdrawal to the school
- b) the date the school formally withdraws the student.
- c) the date the school terminates the student due to the student's failure to adhere to the school attendance, conduct, or student progress policy.

If a student provides advance notice of withdrawal, such that the 45-day window ends before the LDA, the refund must be paid within 45 calendar days from the LDA.

[Refund methods]

For students in the US : Bank wire transfer

For students overseas : Bank wire transfer

The failure of a student to notify the school in writing of the refund method may delay refund of tuition.

New York English Academy will make refunds only to the person or agency that paid the school.

Note: New York English Academy does not owe any bank charges (\$45).

[Fraud protection policy]

For students who paid the program fee by credit card(s) and requested to receive their refund by bank wire transfer, the following documents are required.

- Credit card copy (front and back)
- Recent credit card and the bank account statement
- Passport copy

[Cancellations]

Rejection of Applicant:

If a student is rejected for enrollment by New York English Academy, or if his/her visa application is rejected, a full refund of all monies paid will be made to the student, less a maximum of \$500 non-refundable charges stated in the enrollment agreement as non-refundable.

Program Cancellation:

If New York English Academy cancels a program after a student's enrollment, New York English Academy will refund all monies paid by the student.

Cancellation Prior to the Start of Class or No Show:

Except under the circumstance identified in # 4 below, if a student accepted by New York English Academy cancels prior to the start of scheduled classes or never attends class (no show), a full refund of all monies paid will be made to the student, less a maximum of \$500 non-refundable charges stated in the enrollment agreement as non-refundable.

Cancellation Prior to the Start of Class or No Show (Initial I-20):

If a student enters the United States on an I-20 obtained through New York English Academy and subsequently cancels prior to the start of scheduled classes or never attends class (no shows), New York English Academy may retain:

- a). For an enrollment period of fewer than 12 weeks, all the tuition charges for up to four weeks of the first term/session and less a maximum of \$500 non-refundable charges stated in the enrollment agreement as non-refundable.
- b). For an enrollment period of 12 weeks or more, all the tuition charges for up to six weeks of the first term/session and less a maximum of \$500 non-refundable charges stated in the enrollment agreement as non-refundable.

5. Cancellation Prior to the Start of Class or No Show (Change of Status):

If a student receives approval for a change of visa status with an I-20 issued by New York English Academy and subsequently cancels prior to the start of scheduled classes or never attends class (no shows), New York English Academy may retain:

- a). For an enrollment period of fewer than 12 weeks, all the tuition charges for up to four weeks of the first term/session and less a maximum of \$500 non-refundable charges stated in the enrollment agreement as non-refundable.
- b). For an enrollment period of 12 weeks or more, all the tuition charges for up to six weeks of the first term/session and less a maximum of \$500 non-refundable charges stated in the enrollment agreement as non-refundable.

[Withdrawal or Termination after the scheduled Start of Class]

1. When determining the number of weeks completed by the student, New York English Academy considers a partial week the same as if a whole week were completed, provided the student was present at least one day during the scheduled week.

2. First Period of Financial Obligation:

For students who withdraw or are terminated at any point in the first four weeks, New York English Academy retains the charges applicable to the first four weeks. For students who withdraw or are terminated after the first four weeks but before or at the midpoint of their scheduled ending date, New York English Academy retains a prorated amount of tuition. For students who withdraw or are terminated after the midpoint, New York English Academy retains all of the charges for that period.

3. Subsequent Periods of Financial Obligation or Enrollment Periods:

For students who have completed the first admission and extended their enrollment but who withdraw or are terminated before or at the midpoint of their scheduled ending date, New York English Academy retains a prorated amount of tuition. For students who withdraw or are terminated after the midpoint, New York English Academy retains all of the charges for that period.

[Non-refundable items] (except in case where the school cancels due to low enrollment or for any other reasons)

- Registration fee
- I-20 processing fee, FedEx fee (For F1 student)
- I-20 maintenance fee (For F1 student only after start of class)
- Administrative fee or/and late fee
- Payment plan fee (perceived after student enters the session)
- Facility fee

8. Complaint Procedure <BPSS>

Students have the right to file a complaint with the State Department of Education concerning alleged failures by NEW YORK ENGLISH ACADEMY to comply with regulations. All students are encouraged to discuss concerns, academic issues, or complaints with the school staff and faculty. Problems involving classroom or academic matters should first be discussed with an appropriate member of the administration. Unresolved concerns should be referred in writing to the School Director. The School Director will make appropriate inquiries and recommend a resolution within five days of receiving the complaint. A complaint may also be filed with the New York State Education Department.

1. Write to the New York State Education Department at 116 West 32nd Street, 5th Floor, New York, New York 10001, or telephone the Department at (212) 643-4760, requesting an interview for the purpose of filing a written complaint. Bring all relevant documents with you to the interview, including an enrollment agreement, financial aid application, transcripts, etc. An investigator from the Department will meet with you and go through your complaint in detail.
2. If you cannot come for an interview, send a letter or call the office to request a complaint form. You must complete and sign this form and mail it to the office. Please include with it copies of all relevant documents. You should keep the originals. You must file a complaint within two years after the alleged illegal conduct took place. The Bureau cannot investigate any complaint made more than two years after the date of the occurrence.
3. The investigator will attempt to resolve the complaint as quickly as possible and may contact you in the future with follow-up questions. You should provide all information requested as quickly as possible; delay may affect the investigation of your complaint. When appropriate, the investigator will try to negotiate with the school informally. If the Department determines that violations of law have been committed and the school fails to take satisfactory and appropriate action then the Department may proceed with formal disciplinary charges.

9. Complaint Procedure <ACCET>

NOTICE TO STUDENTS: ACCET COMPLAINT PROCEDURE

<ACCET Document 49.1 Date Developed: April 1990 Date Revised: April 2008/April 2018>

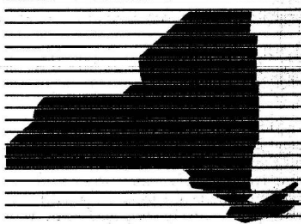
1. Complaints should be submitted in writing and mailed, or emailed to the ACCET office. Complaints received by phone will be documented, but the complainant will be requested to submit the complaint in writing.
2. The letter of complaint must contain the following:
 - a) Name and location of the ACCET institution;
 - b) A detailed description of the alleged problem(s);
 - c) The approximate date(s) that the problem(s) occurred;
 - d) The names and titles/positions of all individual(s) involved in the problem(s), including faculty, staff, and/or other students;
 - e) What was previously done to resolve the complaint, along with evidence demonstrating that the institution's complaint procedure was followed prior to contacting ACCET;
 - f) The name, email address, telephone number, and mailing address of the complainant. If the complainant specifically requests that anonymity be maintained, ACCET will not reveal his or her name to the institution involved; and
 - g) The status of the complainant with the institution (e.g. current student, former student, etc.).
3. In addition to the letter of complaint, copies of any relevant supporting documentation should be forwarded to ACCET (e.g. student's enrollment agreement, syllabus or course outline, correspondence between the student and the institution).
4. SEND TO: ACCET
CHAIR, COMPLAINT REVIEW COMMITTEE
1722 N Street, NW
Washington, DC 20036
Telephone: (202) 955-1113
Fax: (202) 955-1118 or (202) 955-5306
Email: complaints@accet.org
Website: www.accet.org
Note: Complainants will receive an acknowledgement of receipt within 15 days.

10. Disclosure Statement

The student should be aware that some information in the catalog may change. It is recommended that students considering enrollment check with the School Director to determine if there is any change from the information provided in the catalog.

11. ESL Student Disclosure Pamphlet

What You Should Know about Certified Schools in the New York State English as a Second Language School Registry



The University of the State of New York
The State Education Department
Bureau of Proprietary School Supervision

Students enrolling in an English as a second language program at a school certified by the New York State Education Department must receive a copy of this information regarding student rights before an enrollment agreement is signed. As a consumer protection measure, the New York State Education Department registers for-profit schools which teach English as a second language and accept no public funds. These schools are required to meet minimum requirements detailed in Education Law and Commissioner's Regulations in order to assure that students get what they are paying for - namely, instruction in English as outlined by the school.

Student's Right to File a Complaint

If a student has any legitimate complaint against a school certified by the New York State Education Department, he/she should attempt to resolve the complaint with the school directly. If this fails, or if a student feels that he/she would be penalized by the school for making a complaint, the student may file the complaint with the State Education Department.

Complaints that are not able to be resolved by the school are rare and will usually not arise. However, if such a situation occurs, all attempts to resolve complaints with the school should be documented in writing. Complaints may be about school standards, advertising, facilities, qualifications of teaching and management personnel,

methods of collecting tuition and fees, etc. Schools certified by the New York State Education Department are required to file documents relating to all of these aspects of the school's operations with the State Education Department in order to become certified.

The steps you must take to file a complaint with the New York State Education Department are:

1. Write to the New York State Education Department, 116 West 32nd Street, 5th Floor, New York, New York 10001, or telephone the Department at (212)643-4760, requesting an interview for the purpose of filing a written complaint. Bring all relevant documents with you to the interview, including an enrollment agreement. An investigator from the Department will meet with you and go through your complaint in detail.
2. If you cannot come for an interview, send a letter or call the office to request a complaint form or visit the Department website at <http://www.acces.nysed.gov/bpps/student-rights> to download the form. You must complete and sign this form and mail it to the Department. Please include with it copies of all relevant documents. You should keep the originals. You must file a complaint within two years after the alleged illegal conduct took place.

The Education Department's Bureau of Proprietary School Supervision cannot investigate any complaint made more than two years after the date of the occurrence.

3. The investigator will attempt to resolve the complaint as quickly as possible and may contact you with follow-up questions. You should provide all information requested as quickly as possible; delay may affect the investigation of your complaint. When appropriate, the investigator will try to negotiate with the school informally. If the Department determines that violations of law have been committed and the schools fails to take satisfactory and appropriate action, then the Department may proceed with formal disciplinary charges.

What is the Tuition Reimbursement Fund?

All schools must have a tuition refund policy for each program included in the student enrollment agreement. Read and understand the school's policy regarding tuition refund and cancellation before you sign the enrollment agreement. If you do not understand it, or are confused by the school's explanation, get help before you sign. You may ask for assistance from the Department at the address provided.

The Tuition Reimbursement Fund is designed to protect the financial interest of students attending proprietary English as a second language schools. If a school closes while you are in attendance, prior to the completion of your educational program, then you may be eligible for a refund of all tuition expenses which you have paid. If you drop out of school prior to completion and you file a complaint against the school with the State Education Department, you may be eligible to receive a tuition refund if the State Education Department is able to provide factual support that your complaint is valid and determines that there was a violation of Education Law or Commissioner's Regulations as specified in Section 126.10(j) of the Commissioner's Regulations. To file a claim to the Tuition Reimbursement Fund, you must first file a complaint with the State Education Department at the address provided. The staff of the State Education Department will assist you in the preparation of a tuition reimbursement form (a sample of this form should have been provided to you upon enrollment).

Where can students file complaints, claims to the tuition reimbursement fund, or get additional information?

Contact the New York State Education Department at:

New York State Education Department
Bureau of Proprietary School Supervision
116 West 32nd Street, 5th Floor
New York, New York 10001

Telephone: (212)643-4760

Website:
<http://www.acces.nysed.gov/bpps/>

This pamphlet is provided to you by the New York State Education Department (NYSED). The NYSED regulates the operation of non-publicly funded English as a Second Language schools.

The State Education Department does not discriminate on the basis of age, color, religion, creed, disability, marital status, veteran status, national origin, race, gender or sexual orientation in the educational programs and activities which it operates. Portions of this publication can be made available in a variety of formats, including braille, large print or audio tape, upon request. Inquiries concerning this policy of equal opportunity and affirmative action should be referred to the Department's Affirmative Action Officer, NYS Education Department, 89 Washington Avenue, Albany, NY 12234.

12. Emergency Preparedness Policy

(School Catalogue Version — ACCET Standard II-G Compliant)

1. Purpose

This policy establishes the essential procedures for preparing for, responding to, and recovering from emergency situations at New York English Academy (NYEA). Its purpose is to ensure the safety of students, faculty, staff, and visitors, while minimizing disruption to educational delivery.

2. Scope

This policy applies to all NYEA students, faculty, staff, contractors, and visitors.

3. Types of Emergencies Covered

NYEA's Emergency Preparedness Plan covers, but is not limited to, the following emergency situations:

- **Fire or explosion**
 - **Natural disasters** (earthquake, severe weather, flooding, power outage, etc.)
 - **Lockdown / Active shooter or violent threat**
 - **Suspicious, aggressive, or violent behavior**
 - **Medical emergencies**
 - **Public health emergencies** (infectious disease, major health threats)
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4. Roles & Responsibilities

Students

- Follow the instructions of faculty and staff during any emergency.
- Participate in evacuation or lockdown procedures as directed.

Faculty & Staff

- Ensure student safety during emergencies by guiding evacuation or lockdown procedures.
- Take attendance and report missing individuals to the Campus Director.
- Promptly report suspicious behavior or safety concerns.
- Maintain awareness of emergency exits, evacuation routes, and equipment.

Campus Director / Emergency Coordinator

- Confirm and assess the emergency situation.
 - Call 911 when necessary and coordinate with external emergency services.
 - Issue Evacuation or Lockdown directives.
 - Communicate emergency notifications to faculty, staff, and students.
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5. Emergency Response Procedures

5.1 Fire / Evacuation

- When the fire alarm sounds, evacuate the building immediately.
 - **Do not use elevators**; use stairways only.
 - Faculty must guide students to the nearest safe exit.
 - Assemble at the designated outdoor meeting location.
 - Conduct attendance and report any missing individuals to the Director.
 - Do not re-enter the building until an official "All Clear" is given.
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5.2 Lockdown / Active Shooter

- Secure the classroom by locking the door and turning off lights.
 - Close window blinds and move students to a location out of sight.
 - Maintain silence; mobile phones must be set to silent mode.
 - Remain in lockdown until an official "All Clear" is issued by the Director or law enforcement.
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5.3 Medical Emergency

- If a student or staff member experiences a medical emergency, call **911** immediately.
 - Notify the Campus Director at once.
 - Do not move the individual unless necessary for safety.
 - Provide relevant information to emergency responders.
 - All incidents must be documented in an Incident Report.
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5.4 Natural Disaster

- For severe weather, flooding, or power outage: remain indoors and follow official instructions.
 - During an earthquake: protect your head and stay away from windows or falling objects.
 - Await the Director's instructions before relocating.
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5.5 Suspicious or Violent Behavior

- Maintain a safe distance from the individual.
 - Report the behavior immediately to the Campus Director.
 - If imminent danger exists, the Director may initiate a lockdown.
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6. Communication Procedures

- In life-threatening situations: **Call 911 first**, then notify the Director.
- The Director will issue campus-wide notifications via official communication channels.
- Faculty will communicate instructions to students and maintain order.

Emergency procedures, evacuation routes, and assembly locations are posted on campus and reviewed with students and staff during orientation.

7. Training & Drills

NYEA conducts the following:

- **Fire evacuation drill:** at least once per year
 - **Lockdown drill:** at least once per year
 - **Annual faculty/staff emergency procedures training**
 - Orientation for new students and staff includes a review of this policy
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8. Continuity of Operations (COOP)

If the school building becomes unusable:

- Instruction may temporarily transition to online or alternative formats.
- Schedules may be adjusted to ensure continued learning.
- Academic support will be provided to students as needed.

During extended emergencies, NYEA will follow guidance from local, state, and federal authorities.

9. Review & Maintenance

- This policy is reviewed annually and revised as necessary.
- Lessons learned from drills or actual incidents will be incorporated into future updates.