



## **SCHOOL CATALOG**

**2024, 2nd Edition**

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**SHREVEPORT, LOUISIANA  
MAIN CAMPUS**

**1-800-551-8900**

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Diesel Driving Academy is the registered trade name of  
Diesel Driving Academy, Inc.

**Member:**

Commercial Vehicle Training Association  
Louisiana Association of Private Colleges and Schools  
Louisiana Motor Transport Association

**Licensed, Approved or Regulated By:**

Louisiana State Board of Regents, Proprietary Schools  
U.S. Department of Education

**\*Select Programs Approved for Participation In:**

Trade Adjustment Act (TAA)  
Veterans Education and Training

Vocational Rehabilitation  
Workforce Innovation & Opportunity Act (WIOA)

\*These programs are approved for participation: Advanced and Basic



Diesel Driving Academy is accredited by the  
Commission of the Council on Occupational Education

It is the established policy of Diesel Driving Academy, in accordance with federal law, that no individual shall be discriminated against on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief or military service.

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# **DIESEL DRIVING ACADEMY PUTS YOU IN THE DRIVER'S SEAT**



## **INTENSIVE CLASSROOM INSTRUCTION:**

In-class hours cover standards, qualifications, regulations, logging, ICC Safety Regulations, preventive maintenance. After this you'll be ready to move outside to the trucks.



## **MANEUVERING & DRIVER TRAINING:**

You'll learn docking, blindside parking, off-set alleys, parallel parking, cornering and many other maneuvering techniques, basic hookup and preventative maintenance and pre-trip inspection.



## **ROAD DRIVING EXPERIENCE:**

See the open road from behind the wheel of your diesel as you rack up the miles of diesel driving experience.

## **History**

Diesel Driving Academy, a Louisiana corporation, was established on June 20, 1972, to provide training in diesel powered equipment. Classroom instruction covers rules and regulations set forth by the Department of Transportation, with particular emphasis being placed on log books, safety and hazardous materials. Training is conducted in late model tandem and single axle diesel tractors pulling tandem axle trailers.

We do not claim our graduates to be professional drivers, as that status only comes with experience, but we do believe they are good, safe, dependable, basic drivers and given a chance they have proven to be an asset to the trucking industry.

The financial structure of Diesel Driving Academy is sound. Our progress has been carefully planned. A great deal of extensive research was done prior to formulation of our training programs, and we are continuously updating these programs as the regulations and industry may require.

Diesel Driving Academy's System Office is presently located at 3010 Knight Street, Suite 350, Shreveport, Louisiana 71105. All student records, files and information pertaining to the Academy will be maintained at this address.

We welcome your inspection of our main campus located at 3523 Greenwood Road, Shreveport, Louisiana 71109.

## **Mission**

To prepare people for success in the trucking industry.

## Sytem Office Administration

Bruce Busada .....	President
Barry Busada.....	Senior Vice President
Jan Johnson .....	Vice President
Michael Busada.....	General Counsel & Vice President
Mitch Busada .....	Vice President of Finance
Michael Krieg .....	Vice President of Operations
Kalil Busada.....	Facilities & Equipment Manager
Stephanie Collier.....	Director of Financial Aid
Andrea Johnson .....	Human Resources Manager
Emily Cook.....	Controller

## Campus Administrative Staff

### Shreveport Campus

Josh Woodard .....	Regional Director of Training and Campus President
Chris Currie.....	Assistant Campus Director
Jacqueline David.....	Director of Admissions

## Facilities

**System Office** – the System Office of Diesel Driving Academy is located at 3010 Knight Street, Suite 350, Shreveport, Louisiana 71105, Phone: (318) 636-6300.

**Shreveport Main Campus** – the campus is located at 3523 Greenwood Road, Shreveport Louisiana 71109. The phone number is (318) 636-0606. There are three large classrooms, a student break room, and administrative offices. The truck domicile is located adjacent to the training center. Diesel Driving Academy does not furnish housing for students.

## Equipment

The equipment utilized at Diesel Driving Academy, is state of the art, late-model conventional tandem axle tractors and trailers.

## Training Instructors

The instructors at Diesel Driving Academy represent many years of experience in trucking; having been freight handlers, drivers, training instructors, diesel mechanics, safety directors, personnel managers, and higher levels of management. Our instructors have been carefully selected because of their broad knowledge gained through experience, schooling, and dedication to making good basic drivers of the men and women who wish to make a career in this field.

### Instructors – Shreveport Campus

#### Full-Time

Name	Training/Educational Credentials	Years in Field
Brantley, Roger L.	BS Business Administration – University of Phoenix (online)	14
Clinton, Melvin G.	High School Graduate – Linear High School (LA)	13
Davison, Tremayne R.	High School Graduate – Grambling High School (LA)	16
Fayad, Salim D.	High School Graduate – Haughton High School (LA) Some College – Bossier Parish Community College (LA)	6
Herron, Maudine E.	High School Graduate – Bluff City High School (TN)	31
James, David W.	High School Graduate – Mansfield High School (LA)	7
Johnson, Newton R.	Associate of General Studies - Northwestern University (LA)	30

Long, Glen L.	High School Graduate – Logansport High School (LA)	10
McKeen, Yancy C.	Associates Degree – Spokane Community College (WA)	7
Montgomery, Kenneth E.	High School Graduate – Wilmot High School (AR), Authorized 3 <sup>rd</sup> Party Examiner	32
Moreland, James M.	Associates Degree – Pratt Community College (KS)	19
Morning, Randy E.	High School Graduate – C.E. Byrd High School (LA)	10
Porter, Marvin W.	High School Graduate – Fair Park High School (LA) Some College – Louisiana Tech University (LA), Authorized 3 <sup>rd</sup> Party Examiner	17
Price, Gregory W.	High School Graduate – Green Oaks High School (LA)	7
Reynolds, Welton R.	High School Graduate – Sabine High School (TX), Authorized 3 <sup>rd</sup> Party Examiner	13
Ross, Ivan T.	Certificate – Coastal Trucking School (LA) Some College – Southern University (LA)	8
Smyers, Scoot A.	GED (LA)	8
Willis, Marcus L.	High School Graduate – Hamilton Terrace High School (LA) Certificate - C1 Trucking School (TX)	7
Wilson, Donald R.	Associate Degree – Vo Tech (LA)	23

### **Programs of Study**

Diesel Driving Academy offers students the options of three programs of study. Classes for the Advanced Program are offered during the day for a period of twenty (20) weeks and during the evening for a period of thirty (30) weeks. Classes for the Basic Program are offered during the day for a period of four (4) weeks. The CDL Prep Program is offered during the day for a period of three (3) weeks.

The programs are “career oriented” and prepare the graduate for a career in a relatively short period of time. The driver training programs include hands-on training, thus allowing the student the opportunity to become more familiar with the equipment of his or her career field.

Upon completion of a program, a certificate of completion is awarded to signify successful completion of training.

### **Programs:**

#### **Advanced Tractor-Trailer Driver Training Program**

19.5 Semester Credit Hours/600 Clock Hours

Day Program – 20 Weeks

Evening Program – 30 Weeks

#### **Basic Tractor-Trailer Driver Training Program**

7 Semester Credit Hours/160 Clock Hours

Day Program - 4 Weeks

#### **CDL Prep Tractor-Trailer Driver Training Program**

136 Clock Hours/3 Weeks



## **Class Schedule**

### **Advanced Tractor Trailer Driving Training:**

Day Program                    8:30 a.m. to 4:30 p.m. Monday through Thursday  
    (30-minute lunch)  
    7.50 hours per day/30 hours per week

Evening Program            5:30 p.m. – 9:30 p.m. Monday through Friday  
    4 hours per evening/20 hours per week

### **Basic Tractor Trailer Driver Training:**

8 a.m. to 4:30 p.m. Monday through Friday  
(30-minute lunch)  
8 hours per day/40 hours per week

### **CDL Prep Program:**

7:30 a.m. - 5:30 p.m. on Monday & Tuesday of week 1  
7:30 a.m. to 5:00 p.m. remaining 12 days  
(30-minute lunch)  
46 hours week 1 / 45 hours weeks 2 and 3

Students are provided a 10-minute break prior to lunch and 10-minute break after lunch for the Advanced Day, Basic, and CDL Prep programs. Students are provided one 10-minute break for the Advanced Evening program.

# **ADVANCED TRACTOR-TRAILER DRIVER TRAINING PROGRAM**

**19.5 Semester Credit Hours**

**Day - 20 Weeks**  
**Evening - 30 Weeks**

# Advanced Tractor-Trailer Driver Training Program

## Program Description

This program is taught four days per week for a total of 19.5 semester credit hours in a period of twenty (20) weeks or five evenings per week for a total of 19.5 semester credit hours in a period of thirty (30) weeks. The program is compliant with Entry Level Driver Training Requirements that went into effect on February 7, 2022.

## Objective

The Advanced Tractor-Trailer Driver Training Program contains a wider variety of learning objectives, intensive behind the wheel experience, and a wider range of job opportunities that meet or exceed the basic hiring criteria for major truckload freight haulers seeking drivers. Students are prepared for the written and practical portions of the Commercial Driver License (CDL). The graduate will be able to perform the duties of a professional truck driver.

## Career Opportunities:

- Truck Driver
- Driver
- Over the Road Driver (OTR Driver)
- Line Haul Driver
- Delivery Driver
- Owner Operator
- Road Driver
- Semi-Truck Driver
- City Driver
- Feeder Driver

Course Number	Subject Title	Lecture	Lab	Total	Semester Credit Hours
100	Introduction/Orientation	20	5	25	1
101	Hours of Service	15	5	20	1
110	Safety Topics	20	15	35	1.5
111	Vehicle and Control Systems	25	5	30	1.5
112	Map Reading/Trip Planning	15	5	20	1
113	Proficiency Development	5	15	20	0.5
114	Weight and Balance	5	10	15	0
205	Vehicle Control Skills	5	250	255	8
206	Safe Operation Practices	5	62.5	67.5	2
302	Advanced Operation Practices	5	62.5	67.5	2
303	CDL Testing	5	40	45	1
	Total	125	475	600	19.5

# Course Descriptions and Time Document

## Diesel Driving Academy

### Advanced Tractor-Trailer Driver Training

#### 19.5 Semester Hour Program

#### **100 Introduction/Orientation**

**(Lecture 20/Lab 5) 1 Semester Credit Hours**

The students will learn the driving curriculum, trucking industry and answers to any early questions; as well as an overview of the school, rules and regulations, schedule of events, employment preparation, hiring process, employment applications, whistleblower protection, and customer relationships. (Prerequisite: Admission to the program)

#### **101 Hours of Service**

**(Lecture 15/Lab 5) 1 Semester Credit Hours**

The student will learn the basic concepts and requirements of the Federal Motor Safety Regulations – Part 395, “Hours of Service Regulations” and develop the ability to complete a driver’s daily log and log book recap. (Prerequisite: None)

#### **110 Safety Topics**

**(Lecture 20/Lab 15) 1.5 Semester Credit Hours**

The student will learn driver safety including extreme driving conditions, hazard perception, railroad crossings, emergency maneuvers, skid control and recovery, and accident procedures. Students will learn the Federal Motor Carrier Safety Administration’s (FMCSA) Comprehensive Safety Analysis (CSA) requirements. The student will also learn about hazardous materials and load securement. (Prerequisite: None)

#### **111 Vehicle and Control Systems**

**(Lecture 25/Lab 5) 1.5 Semester Credit Hours**

The student will learn the key parts of a tractor-trailer, how the parts function and how the parts function together in vehicle operation. Basic vehicle instruments and controls to include engine controls; primary vehicle controls; secondary vehicle controls; vehicle instruments will be introduced. Additionally, students are introduced to pre-trip inspections and the forms used. (Prerequisite: None)

#### **112 Map Reading/Trip Planning**

**(Lecture 15/Lab 5) 1 Semester Credit Hours**

The student will learn the art of map reading and planning routes. Students will learn about U.S. geography, highways, interstates, border countries, and trip planning. Students will learn the importance of trip planning as a fuel saving device as well as a safety issue. (Prerequisite: None)

#### **113 Proficiency Development**

**(Lecture 5/Lab 5) 0.5 Semester Credit Hours**

This course will provide students with specific information to assist in passing the state exams for general knowledge, air brakes and combination vehicle to obtain a Class “A” CDL (commercial vehicle) permit. Also included are commercial vehicle regulations for: hours of service, load securement, weight and balance, and “vehicle out of service” criteria. Other topics related to truck driving safety and other endorsements will be covered. The student will learn how to acquire their permit through State licensing agency, which will allow them to drive the big rigs with an authorized instructor onboard. (Prerequisite: None)

#### **114 Weight and Balance**

**(Lecture 5/Lab 10) 0 Semester Credit Hours**

The student will learn methods of loading trailers using the correct weight and balance. (Prerequisite: None)

#### **205 Vehicle Control Skills**

**(Lecture 5/Lab 250) 8 Semester Credit Hours**

This course focuses on familiarizing students with truck instruments, controls and performing basic maneuvers required to drive safely, to include backing maneuvers in a controlled environment and on a closed driving range. During this course, the students must be able to demonstrate procedures for pre-tripping and log book exercises. (Prerequisite: None)

### **206 Safe Operation Practices**

**(Lecture 5/Lab 62.5) 2 Semester Credit Hours**

In this course the students will acquire the hands-on experience needed to operate a semi-truck and trailer on highways and rural areas. Students will gain behind the wheel experience and drive various routes in multiple conditions. During this course, the students must be able to demonstrate procedures for pre-tripping and log book exercises. (Prerequisite: 113; 205)

### **302 Advanced Operation Practices**

**(Lecture 5/Lab 62.5) 2 Semester Credit Hours**

This course focuses on developing driving skills under actual road conditions on urban and city streets. The student will demonstrate skills such as turning, searching the road for hazards and critical objects as well as learning the relationship between speed and sight distance. During this course, the students must be able to demonstrate procedures for pre-tripping and log book exercises. (Prerequisite: 205)

### **303 CDL Testing**

**(Lecture 5/Lab 40) 1 Semester Credit Hours**

The student will learn/review the State Licensing Agency testing and review all skills gained throughout the program. (Prerequisite: 113; 205; 206; 302)

All non-classroom training will be a combination of actual driver training, observation, and instruction.

### **Tuition Policy**

Tuition for the ADVANCED TRACTOR-TRAILER DRIVER TRAINING PROGRAM is \$11,900.00, which includes \$100 for the registration fee and \$250 for required program materials.

If the student fails to complete the full length of the training, the refund will be made according to the Cancellation and Tuition Refund Policy as stated in this catalog.

If the starting date has been changed by mutual agreement between the school and the student, the new starting date shall be used in determining the scheduled classes for calculating the amounts forfeited under this paragraph.

The student will not be required to purchase any additional supplies, books or tools other than their DOT Physical Exam and Commercial Driver's License (CDL).

### **Required Program Materials**

In order to participate in the Advanced Training Program, students are required to obtain the "Required Program Materials" prior to the starting date of the program. A list of the Required Program Materials can be found on the "Required Program Materials Schedule," which is available from the Admissions Office. Students are free to purchase the Required Program Materials from the Students' provider of choice, including any third-party provider or from DDA directly. DDA has negotiated a bulk price for Required Program Materials which is available to students.

### **Conditional Enrollment Policy**

Diesel Driving Academy (Institution) is dedicated to helping students reach their career goals. All new students are automatically placed on Conditional Enrollment Status on the program start date for an introductory period of **14 calendar days**. During this period, there is no financial obligation beyond the registration fee. A student will need to:

1. Complete homework, quizzes, exams, and other assignments expected of all students.
2. Meet all attendance/participation requirements.

All first-time students will be placed on Conditional Enrollment Status. All of the Institution's policies nevertheless apply to such students, and they enjoy all the rights and resources of a student on Normal Enrollment Status with the exception of federal or state financial aid. Students returning to school may be excluded from this policy based on a review of their academic record of previous coursework. While a student is Conditionally Enrolled in the Institution, charges will accrue to the student's account; however, students choosing to withdraw during the Conditional Enrollment Period will not have any financial obligation to the Institution other than the non-refundable registration fee. **Note: Nothing in this policy changes the requirement that all students must pay full tuition or have financing in place prior to the start of the program.**

The Conditional Enrollment Period begins on the official start date of the program and continues through Sunday at **11:59 p.m. on the 14th calendar day** of the program. Students have until 11:59 p.m. on the following Monday (the 15th calendar day from the start of the program) to submit their official notice of withdrawal in order to owe nothing more than the non-refundable registration fee. **Note: The student cannot attend class on the 15th calendar day of the program and still receive a full refund (not including the non-refundable registration fee).**

\*No credits will be earned if the student withdraws from the program during the Conditional Enrollment Period. All students are responsible for the registration fee.

### **Fully Enrolled**

To obtain Normal Enrollment Status, you must meet the following requirements before the end of the Conditional Enrollment Period: satisfy the attendance requirements as stated in the School Catalog; satisfy any remaining admissions requirements as stated in the School Catalog; and complete the financial aid process, including submission of all the required documentation.

- Students who have submitted all required documentation that is necessary to secure the method of payment for their tuition cost and fees, will automatically be placed on Normal Enrollment Status after the expiration of the Conditional Enrollment Period and will only then become eligible for Title IV and other federal financial aid and receive credit for their courses. The Institution will withdraw any student not meeting the criteria, and such a student will not owe any financial obligation to the Institution except for the registration fee, which is non-refundable.
- Once a student reaches Normal Enrollment Status, the student shall be eligible for federal financial aid for the entire program, including the Conditional Enrollment Period, if the student meets the qualifications for this aid.

### **Withdrawal from the Institution**

It is expected that most students who begin classes at the Institution successfully complete their education. However, sometimes conditions or circumstances beyond the control of students and the Institution require that students withdraw. Students who determine the need to withdraw from the Institution must follow the steps below for an official withdrawal.

### **Withdrawal during the Conditional Enrollment Period**

1. Students must officially notify the registrar of their intent to withdraw, in person, or via regular or electronic mail no more than 24 hours after the end of the Conditional Enrollment Period. For students in the Advanced Program, the deadline to submit written notification shall be at 11:59 pm on the 15th day after the official start of the program. Students withdrawing in person must complete the Conditional Withdrawal Form and turn it into the campus they are attending. Emails may be sent to [registrar@dda.edu](mailto:registrar@dda.edu). Written notices may be mailed to Attn: Registrar, 3010 Knight Street, Suite 350, Shreveport, LA 71105. All notices must be postmarked, emailed or received in person prior to the deadline.
2. Once students have officially notified the registrar of their intent to withdraw, the Institution will process the

Conditional Withdrawal Form. Students who withdraw during the conditional admittance period will not have financial obligations or student loan repayment responsibilities other than the non-refundable registration fee.

## **Standards of Satisfactory Academic Progress**

Students enrolled in the Advanced Tractor – Trailer Driver Training Program must meet or exceed the following standards in order to be considered as making satisfactory progress for Title IV eligibility purposes.

### **Maximum Time Frame**

The program of study must be completed by the time the student has attempted no more than 150% of the Credit Hours applicable to the program.

### **DIVISION OF THE MAXIMUM TIME FRAME INTO INCREMENTS**

A student's Satisfactory Progress will be measured upon completion of 50% of the credit hours in the program and upon completion of 100% of the credit hours in the program. A student must meet or exceed the following minimum standards.

<u>Credit Hours Attempted</u>	<u>Qualitative Measure</u>	<u>Quantitative Measure</u> <u>Min. Hours Passed</u>
10 Credit Hours	Must pass the CDL Permit Requirements	100%
19.5 Credit Hours	Must pass the CDL License Requirements	100%

Based strictly upon U.S. Department of Education guidelines applicable to programs without terms, students will not be eligible for any subsequent disbursement of Title IV Aid until after they have successfully completed 100% of the credit hours applicable to the previous Payment Period or Increment for which they have received aid. For the DDA Advanced Program, successful completion means passing the CDL Permit Requirements upon completion of 50% of the Credit Hours of the program and passing the CDL License Requirements upon completion of 100% of the Credit Hours of the program.

Students who withdraw from enrollment or who do not complete the program for any reason will be subject to the same satisfactory progress standards as stated above upon re-entry. Students who re-enter after having withdrawn from enrollment must adhere to the satisfactory progress standards applicable to the program in conjunction with any revision made for new dates of enrollment or changes in program length.

### **EFFECTS OF COURSE INCOMPLETES, WITHDRAWAL, REPETITIONS, AND NON-CREDIT REMEDIAL COURSES ON SATISFACTORY PROGRESS**

Course incompletes, withdrawals, repetitions, and non-credit remedial courses have no effect on Satisfactory Progress other than within the confines of the guidelines stated above.

### **PROCEDURE FOR STUDENT APPEAL OF DETERMINATION THAT SATISFACTORY PROGRESS IS NOT BEING MADE AND/OR FOR REINSTATEMENT OF AID**

Regardless of the reasons for failure to meet the above stated standards there are no provisions for appeal. This provision is mandated by the U.S. Department of Education's policy pertaining to programs of study without terms or for clock hour programs. That policy strictly requires successful completion of all hours applicable to the previous payment period or increment (giving consideration to excused absences) before any funds can be disbursed for a subsequent payment period or increment.

### **Financial Aid Information**

There are several types of financial aid programs available to our students. Those students requiring assistance must make an appointment to meet with the Financial Assistance Officer. The Financial Assistance Officer will assist the student in filing appropriate aid applications and will provide the student with a detailed award notice showing the estimated amounts

and sources of funding along with any amounts the student would be required to pay from personal resources. The programs listed below are available to students at Diesel Driving Academy. Note that each student must satisfy the eligibility requirements as stipulated by the U.S. Department of Education and/or by the appropriate sponsoring agency. All students who desire to be considered for Federal Financial Aid must file a Free Application for Federal Student Aid for the year(s) that they expect to be in school.

### **Federal Pell Grant**

Eligibility for this grant is determined by a formula established by the U.S. Congress. The amount of the grant is based upon financial need and the cost of attendance. Based upon the information provided in the student's Free Application for Federal Student Aid, the U.S. Department of Education issues each student an Expected Family Contribution Number (EFC number). This EFC number is compared to a chart as provided by the U.S. Department of Education to determine the amount of the Pell Grant.

### **Federal Direct Loans**

The loan is awarded on the basis of financial need as regulated by the U.S. Department of Education. If the loan is subsidized, the student will not be charged any interest while in school and during the six (6) month grace period after leaving school. If the loan is unsubsidized, the student will be charged interest beginning on the date the funds are disbursed.

### **Federal Direct Plus Loans**

#### **(Parent Loans to Undergraduate Students)**

These are loans administered by the U.S. Department of Education that your parents can take out to pay for your educational expenses if you are dependent upon your parents for support.

### **Federal Supplemental Education Opportunity Grant**

This institution has a very limited supply of these funds. Recipients are selected from those who have the lowest Expected Family Contributions and who have the greatest financial need.

**NOTICE:** Only a brief summary of the student financial aid programs is shown herein. A comprehensive description of the Federal Student Aid programs can be found in The Guide to Federal Student Aid as published by the U.S. Department of Education or by visiting the U.S. Department of Education website.

### **Return to Title IV Funds**

As required by Federal Regulation any student who withdraws or is otherwise terminated from the program must have the amount of their Title IV Student Aid Funds earned and/or refunded to be calculated in accordance with the following summarized procedure (see 34CFR part 668.22 for precise regulation).

- Obtain a percent by dividing the calendar days completed for the payment period by the calendar days in the payment period. Payment period is defined as the number of calendar days applicable to the period for which the most recent Title IV disbursement has been made or is due to be made. If the percentage obtained based upon actual days attended is greater than 60%, then the student will have earned 100% of Title IV Aid disbursed for that payment period.
- To determine the dollar amount of Title IV Aid that is earned by the student, multiply the appropriate percentage from above by the amount of Title IV Aid that was disbursed and/or could have been disbursed for the Payment Period. If a student is withdrawn prior to disbursing Title IV aid and the student has recorded attendance and a valid ISIR, the System Office will perform a Return to Title IV calculation to determine if Title IV aid could have been disbursed. If it is determined that the student is eligible those funds will be requested within 7 days of completion of the worksheet.



- The amount of Title IV Aid which must be RETURNED to the U.S. Department of Education by the student and/or by the school on behalf of the student is determined by subtracting the amount earned from the amount disbursed. These funds will be refunded to the Department of Education no later than 45 days after the school has determined that the student has withdrawn. The funds will be returned in the following order until the full amount of the required refund has been made:
  - Unsubsidized Direct Stafford Loans
  - Subsidized Direct Stafford Loans
  - Direct Parent Plus Loans
  - Pell Grant
  - Federal Supplemental Educational Opportunity Grant (FSEOG)
  - Iraq and Afghanistan Service Grant

### **Cancellation and Refund Policy for Advanced Tractor-Trailer Driver Training Program**

This section explains how tuition, fees, and other charges are earned by the institution. The amount earned by the institution as described in this section – and the student’s responsibility of payment to the institution of the amount earned – is applicable to all students – regardless of the Return to Title IV Fund Requirements.

A student who has not attended any classes and who cancels the Enrollment Agreement after the three-day (until midnight of the third day excluding Saturdays, Sundays and legal holidays) cancellation privilege has expired will be liable for the registration fee of \$100.00 plus the cost to the school of unreturned books, supplies, and equipment.

Students withdrawing after the initial three-day period, refund/earnings will be calculated in accordance with the following:

1. After the first day of classes and during the first week of the period of financial obligation, the institution shall refund at least 90% of the tuition, less the registration fee; (the institution shall earn 10%).
2. During the next three weeks of classes, the institution shall refund at least 75% of tuition, less the registration fee, thereafter; (The institution shall earn 25%).
3. After the first four weeks of classes but during the first quarter (25%) of the period of obligation, the institution shall refund at least 55% of the tuition, less the registration fee, thereafter; (The institution shall earn 45%).
4. During the second quarter (25%) of the period of financial obligation and until the end of the first 50% of the period of obligation, the institution shall refund at least 30% of the tuition, less the registration fee, thereafter; (The institution shall earn 70%).
5. After the first 50% of the period of financial obligation, the institution may retain 100% of the stated training program price. (The institution shall earn 100%).
6. The effective date of withdrawal or termination for refund purposes is the last day of attendance.
7. In Louisiana refunds, when due, are made within forty-five (45) days (1) of the date the student notifies the institution that he or she is withdrawing, or (2) of the date the institution terminates the student or determines withdrawal by the student.
8. The refund will be given to the appropriate agencies or individuals responsible for financing the student’s tuition.

**NOTE:** In all instances the institution will retain the registration fee of \$100.00 and an amount to cover the cost of unreturned books, supplies, and/or equipment used by the student.

Note: The percentage of completion will be determined by dividing the number of weeks attended by the number of weeks scheduled for the program. Attendance in one class period during any week will be counted as one week. Also note that the above policy pertains to how the institution will refund and/or earn funds for the program. For Title IV Federal Student Aid

recipients, U. S. Department of Education regulations require that refunds or returns of Title IV Aid be computed and made in accord with all USDE requirements before the application of any state or other refund/earnings policy.

### **Refund Policy for Students Called to Active Military Service**

A student of the school who withdraws from the school as a result of the student being called to active duty in a military service of the United States or the Louisiana National Guard may elect one of the following options for each program in which the student is enrolled:

- a) if tuition and fees are collected in advance of the withdrawal, a pro rata refund of any tuition, fees, or other charges paid by the student for the program and a cancellation of any unpaid tuition, fees, or other charges owed by the student for the portion of the program the student does not complete following withdrawal;
- b) a grade of incomplete with the designation "withdrawn-military" for the courses in the program, other than courses for which the student has previously received a grade on the student's transcript, and the right to re-enroll in the program, or a substantially equivalent program if that program is no longer available, not later than the first anniversary of the date the student is discharged from active military duty without payment of additional tuition, fees, or other charges for the program other than any previously unpaid balance of the original tuition, fees, and charges for books for the program; or
- c) The assignment of an appropriate final grade or credit for the courses in the program, but only if the instructor or instructors of the program determine that the student has:
  - 1) Satisfactorily completed at least 90 percent of the required coursework for the program; and
  - 2) Demonstrated sufficient mastery of the program material to receive credit for completing the program.

Note: The percentage of completion will be determined by dividing the number of days attended by the number of days scheduled for the program. Also note that the above policy pertains to how the institution will refund and/or earn funds for the program. For Title IV Federal Student Aid recipients, U. S. Department of Education regulations require that refunds or returns of Title IV Aid be computed and made in accord with all USDE requirements before the application of any state or other refund/earnings policy.

Days attended is defined as each day in which classes are held prior to a student's Last Day of Attendance, regardless of whether the student actually attended the classes. Last Day of Attendance is defined as the most recent day in which a student was physically present in class.

## 2024-2025 Calendar

<b>Advanced Day</b>			
<b>Start</b>	<b>Conditional End</b>	<b>Midpoint</b>	<b>Graduation</b>
1/1/24	1/15/24	3/11/24	5/16/24
2/5/24	2/19/24	4/15/24	6/20/24
3/4/24	3/18/24	5/13/24	7/18/24
4/1/24	4/15/24	6/10/24	8/15/24
5/6/24	5/20/24	7/15/24	9/19/24
6/3/24	6/17/24	8/12/24	10/17/24
7/1/24	7/15/24	9/9/24	11/14/24
8/5/24	8/19/24	10/14/24	12/19/24
9/2/24	9/16/24	11/11/24	1/16/25
10/7/24	10/21/24	12/16/24	2/20/25
11/4/24	11/18/24	1/13/25	3/20/25
12/2/24	12/16/24	2/10/25	4/17/25

<b>Advanced Evening</b>			
<b>Start</b>	<b>Conditional End</b>	<b>Midpoint</b>	<b>Graduation</b>
1/15/24	1/29/24	4/29/24	8/9/24
2/19/24	3/4/24	6/3/24	9/13/24
3/18/24	4/1/24	7/1/24	10/11/24
4/15/24	4/29/24	7/29/24	11/8/24
5/20/24	6/3/24	9/2/24	12/13/24
6/17/24	7/1/24	9/30/24	1/10/25
7/15/24	7/29/24	10/28/24	2/7/25
8/19/24	9/2/24	12/2/24	3/14/25
9/16/24	9/30/24	12/30/24	4/11/25
10/21/24	11/4/24	2/3/25	5/16/25
11/18/24	12/2/24	3/3/25	6/13/25
12/16/24	12/30/24	3/31/25	7/11/25

# **BASIC TRACTOR-TRAILER DRIVER TRAINING PROGRAM**

**7.0 Semester Credit Hours**

**Day – 4 Weeks**

**Evening - 8 Weeks**

# Basic Tractor-Trailer Driver Training Program

## Program Description

This program is taught five days per week for a total of 7 semester credit hours in a period of four (4) weeks. The program is compliant with Entry Level Driver Training (ELDT) requirements that went into effect on February 7, 2022.

## Objective

The Basic Tractor-Trailer Driver Training Program familiarizes students with tractor-trailer systems and components and teaches defensive driving training in adverse conditions while providing knowledge and skills to prepare students for the written and practical portions of the Commercial Driver License (CDL) examination. Graduates will be able to perform the duties of an entry-level truck driver.

## Career Opportunities:

- Truck Driver
- Driver
- Over the Road Driver (OTR Driver)
- Line Haul Driver
- Delivery Driver
- Owner Operator
- Road Driver
- Semi-Truck Driver
- City Driver
- Feeder Driver

Course Number	Course Name	Lecture	Lab	Total	Semester Credit Hours
010	Introduction to Trucking	15	0	15	1
011	Log Books	0	15	15	0.5
012	Vehicle Inspection	10	5	15	0.5
017	Competency Development	15	0	15	1
020	Backing Maneuvers	10	30	40	1.5
030	Vehicle Maneuvers	15	45	60	2.5
<b>Total</b>		65	95	160	7

# Course Description and Time Document

Diesel Driving Academy  
Basic Tractor-Trailer Driver Training  
7.0 Semester Credit Hour Program

## **010 Introduction**

**(Lecture 15/Lab 0) 1 Semester Credit Hour**

The students will be introduced to the curriculum, discuss the trucking industry in general, learn about methods of loading trailers using the correct weights and balances, the art of map reading and planning, the merits of safe defensive driving and the woes of alcohol and drug abuse, Department of Transportation (DOT) safety regulations and basic vehicle instruments and controls. (Prerequisite: Admission to Program)

## **011 Log Books**

**(Lecture 0/Lab 15) 0.5 Semester Credit Hour**

The students will learn the basic concepts and requirements of the Federal Motor Carrier Safety Regulations – Part 395, “Hours of Service Regulations” and the driver’s daily log and log book recap. (Prerequisite: None)

## **012 Vehicle Inspection**

**(Lecture 10/Lab 5) 0.5 Semester Credit Hour**

The student will learn methods and documentation used when inspecting the critical components of the tractor-trailer, and performing pre-trip, en-route and post-trip inspections. (Prerequisite: None)

## **017 Competency Development**

**(Lecture 15/Lab 0) 1 Semester Credit Hour**

The students will learn about topics in general knowledge that will be tested at the Department of Motor Vehicles: combination vehicles, air brakes, hazardous materials and load securement. (Prerequisite: None)

## **020 Backing Maneuvers**

**(Lecture 10/Lab 30) 1.5 Semester Credit Hours**

The students will learn to back up tractor-trailers; the skills necessary for the safe coupling and uncoupling of tractor-trailer units, starting, warming up, and shutting down the engine, putting the vehicle in motion and stopping, backing in a straight line and turning the vehicle. (Prerequisite: None)

## **030 Vehicle Maneuvers**

**(Lecture 15/Lab 45) 2.5 Semester Credit Hours**

The student will learn how the driver searches the road for hazards and critical objects. They will receive further training in starting, warming up, and shutting down the engine, putting the vehicle in motion and stopping, backing in a straight line and turning the vehicle. Students will also learn space management, the concept of maintaining an appropriate cushion of space, and managing the space needed to execute a safe turn and night driving. (Prerequisite: None)

## Tuition Policy

Tuition for the BASIC TRACTOR-TRAILER DRIVER TRAINING PROGRAM is \$6,900.00 which includes the registration fee of \$100.00.

If the student fails to complete the full length of the training, the refund will be made according to the Tuition Refund Policy as stated in this catalog.

If the starting date has been changed by mutual agreement between the school and the student, the new starting date shall be used in determining the scheduled classes for calculating the amounts forfeited under this paragraph.

The student will not be required to purchase any additional supplies, books, or tools other than their DOT Physical Examination and Commercial Driver's License (CDL).

## Conditional Enrollment Policy

Diesel Driving Academy (Institution) is dedicated to helping students reach their career goals. All new students are automatically placed on Conditional Enrollment Status on the program start date for an introductory period of **7 calendar days**. During this period, there is no financial obligation beyond the registration fee. A student will need to:

1. Complete homework, quizzes, exams, and other assignments expected of all students.
2. Meet all attendance/participation requirements.

**All first-time students will be placed on Conditional Enrollment Status. All of the Institution's policies nevertheless apply to such students, and they enjoy all the rights and resources of a student on Normal Enrollment Status with the exception of federal or state financial aid. Students returning to school may be excluded from this policy based on a review of their academic record of previous coursework. While a student is Conditionally Enrolled in the Institution, charges will accrue to the student's account; however, students choosing to withdraw during the Conditional Enrollment Period will not have any financial obligation to the Institution other than the non-refundable registration fee. Note: Nothing in this policy changes the requirement that all students must pay full tuition or have financing in place prior to the start of the program.**

The Conditional Enrollment Period begins on the official start date of the program and continues through Sunday at **11:59 p.m. on the 7th calendar day** of the program. Students have until 11:59 p.m. on the following Monday (the 8th calendar day from the start of the program) to submit their official notice of withdrawal in order to owe nothing more than the non-refundable registration fee. **Note: The student cannot attend class on the 8th calendar day of the program and still receive a full refund (not including the non-refundable registration fee).**

\*No credits will be earned if the student withdraws from the program during the Conditional Enrollment Period. All students are responsible for a registration fee.

## Fully Enrolled

To obtain Normal Enrollment Status, you must meet the following requirements before the end of the Conditional Enrollment Period: satisfy the attendance requirements as stated in the School Catalog; satisfy any remaining admissions requirements as stated in the School Catalog; and complete the financial aid process, including submission of all the required documentation.

- Students who have submitted all required documentation that is necessary to secure the method of payment for their tuition cost and fees, will automatically be placed on Normal Enrollment Status after the expiration of the

conditional enrollment period and will only then become eligible for Title IV and other federal financial aid and receive credit for their courses. The Institution will withdraw any student not meeting the criteria, and such a student will not owe any financial obligation to the Institution except for the registration fee, which is nonrefundable.

- Once a student reaches Normal Enrollment Status, the student shall be eligible for federal financial aid for the entire program, including the Conditional Enrollment Period, if the student meets the qualifications for this aid.

### **Withdrawal from the Institution**

It is expected that most students who begin classes at the Institution successfully complete their education. However, sometimes conditions or circumstances beyond the control of students and the Institution require that students withdraw. Students who determine the need to withdraw from the Institution must follow the steps below for an official withdrawal.

### **Withdrawal during the Conditional Enrollment Period**

1. Students must officially notify the registrar of their intent to withdraw, in person, or via regular or electronic mail no more than 24 hours after the end of the Conditional Enrollment Period. For students in the Basic program, the deadline to submit written notification shall be at 11:59 p.m. on the 8th day after the official start of the program. Students withdrawing in person must complete the Conditional Withdrawal Form and turn it into the campus they are attending. Emails may be sent to [registrar@dda.edu](mailto:registrar@dda.edu). Written notices may be mailed to Attn: Registrar, 3010 Knight Street, Suite 350, Shreveport, LA 71105. All notices must be postmarked, emailed or received in person prior to the deadline.
2. Once students have officially notified the registrar of their intent to withdraw, the Institution will process the Conditional Withdrawal Form. Students who withdraw during the Conditional Admittance Period will not have financial obligations or student loan repayment responsibilities other than the non-refundable registration fee.

### **Cancellation and Refund Policy for Basic Tractor-Trailer Driver Training Program**

A student who has not attended any classes and who cancels the Enrollment Agreement after the three-day (until midnight of the third day excluding Saturdays, Sundays, and legal holidays) cancellation privilege has expired will be liable for not more than \$100.00. The refund will be made within forty-five days after the student cancels the Enrollment Agreement.

A partial refund will be given when a student who has been attending class officially withdraws from school. The refund will be given to the appropriate agencies or individuals responsible for financing the student's tuition.

The amount of the refund will be:

- 1) After the student has completed less than 15% of the training program, the institution shall refund at least 80% of the tuition, less the registration fee, thereafter;
- 2) After the student has completed 15% but less than 25% of the training program, the institution shall refund at least 70% of tuition, less registration fee, thereafter;
- 3) After a student has completed 25% but less than 50% of the training program, the institution shall refund at least 45% of tuition, less registration fee, thereafter;
- 4) After a student has completed 50% or more of the training program, the institution may retain 100% of the stated training program price.
- 5) The effective date of withdrawal or termination for refund purposes is the last day of attendance.
- 6) In Louisiana refunds shall be made available within forty-five (45) days after written notification is received. The refund shall be made to the appropriate agencies and/or individuals.

Students will receive a refund for each unused program book returned to the school.



Note: The percentage of completion will be determined by dividing the number of weeks attended by the number of weeks scheduled for the program. Attendance in one class period during any week will be counted as one week. Also note that the above policy pertains to how the institution will refund and/or earn funds for the program.

### **Refund Policy for Students Called to Active Military Service**

A student of the school who withdraws from the school as a result of the student being called to active duty in a military service of the United States or the Louisiana National Guard may elect one of the following options for each program in which the student is enrolled:

- (a) If tuition and fees are collected in advance of the withdrawal, a pro rata refund of any tuition, fees, or other charges paid by the student for the program and a cancellation of any unpaid tuition, fees, or other charges owed by the student for the portion of the program the student does not complete following withdrawal:
- (b) A grade of incomplete with the designation "withdrawn-military" for the courses in the program, other than courses for which the student has previously received a grade on the student's transcript, and the right to re-enroll in the program, or a substantially equivalent program if that program is no longer available, not later than the first anniversary of the date the student is discharged from active military duty without payment of additional tuition, fees, or other charges for the program other than any previously unpaid balance of the original tuition, fees, and charges for books for the program; or
- (c) The assignment of an appropriate final grade or credit for the courses in the program, but only if the instructor or instructors of the program determine that the student has:
  - (1) Satisfactorily completed at least 90 percent of the required coursework for the program; and
  - (2) Demonstrated sufficient mastery of the program material to receive credit for completing the program.

## 2024-2025 Calendar

### Basic Tractor-Trailer Driver Training Program

<b>Start</b>	<b>Conditional End</b>	<b>Graduation</b>
1/8/24	1/15/24	2/2/24
1/29/24	2/5/24	2/23/24
2/12/24	2/19/24	3/8/24
2/26/24	3/4/24	3/22/24
3/11/24	3/18/24	4/5/24
3/25/24	4/1/24	4/19/24
4/8/24	4/15/24	5/3/24
4/29/24	5/6/24	5/24/24
5/13/24	5/20/24	6/7/24
5/27/24	6/3/24	6/21/24
6/10/24	6/17/24	7/5/24
6/24/24	7/1/24	7/19/24
7/8/24	7/15/24	8/2/24
7/29/24	8/5/24	8/23/24
8/12/24	8/19/24	9/6/24
8/26/24	9/2/24	9/20/24
9/9/24	9/16/24	10/4/24
9/30/24	10/7/24	10/25/24
10/14/24	10/21/24	11/8/24
10/28/24	11/4/24	11/22/24
11/11/24	11/18/24	12/6/24
11/25/24	12/2/24	12/20/24
12/9/24	12/16/24	1/3/25
12/30/24	1/6/25	1/24/25

# **CDL PREP TRACTOR-TRAILER DRIVER TRAINING PROGRAM**

**136 Clock Hours**

**3 weeks**

## CDL Prep Tractor-Trailer Driver Training Program

### Program Description

This program is taught 5 days a week for a total of 136 clock hours in a period of three (3) weeks. This program is compliant with Entry Level Driver Training (ELDT) requirements that went into effect on February 7, 2022.

### Objective

The CDL Prep Tractor-Trailer Driver Training Program familiarizes students with tractor-trailer systems and components and teaches defensive driving training in adverse conditions while providing knowledge and skills to prepare students for the written and practical portions of the Commercial Driver License (CDL) examination. Individuals who complete this course will be able to perform the duties of an entry-level truck driver.

### Career Opportunities:

- Truck Driver
- Driver
- Over the Road Driver
- Line Haul Driver
- Delivery Driver
- Owner Operator
- Road Driver
- Semi-Truck Driver
- City Driver
- Feeder Driver

Course Number	Course Name	Lecture	Lab	Clock Hours
001	Introduction to Truck	18.00	0.00	18.00
002	Hours of Service/Log Books	7.50	5.00	12.50
003	Competency Development	12.00	6.50	18.50
004	Backing Maneuvers	0.00	41.00	41.00
005	Vehicle Maneuvers	0.00	33.50	33.50
006	Vehicle Inspection	6.0	6.50	12.50
	<b>Total</b>	43.50	92.50	136.00

**Course Description and Time Document**  
Diesel Driving Academy  
CDL Prep Tractor-Trailer Driver Training Program  
136 Clock Hour Program

**001 INTRODUCTION TO TRUCKING** (Lecture 18.00/Lab 0.00) 18.00 Clock Hours

The students will be introduced to the curriculum, discuss the trucking industry in general, including all safety topics of driving a commercial vehicle and all requirements set forth by the Entry Level Driver Training (ELDT) mandate and Department of Transportation (DOT) qualifications. (Prerequisite: Admission to Program)

**002 Hours of Service/LOG BOOKS** (Lecture 7.5/Lab 5) 12.5 Clock Hours

The students will learn the basic concepts and requirements of the Federal Motor Carrier Safety Regulations – Part 395, “Hours of Service Regulations” and the driver’s daily log and log book recap. (Prerequisite: None)

**003 COMPETENCY DEVELOPMENT** (Lecture 12/Lab 6.5) 18.5 Clock Hours

The students will learn about topics in general knowledge, combination vehicles, and air brakes that will be tested at the Department of Motor Vehicles. (Prerequisite: None)

**004 BACKING MANEUVERS** (Lecture 0/Lab 41) 41 Clock Hours

The students will learn to back up tractor-trailers; the skills necessary for the safe coupling and uncoupling of tractor-trailer units, starting, warming up, and shutting down the engine, putting the vehicle in motion and stopping, backing in a straight line and turning the vehicle. (Prerequisite: None)

**005 VEHICLE MANEUVERS** (Lecture 0.00/Lab 33.5) 33.5 Clock Hours

The student will learn how the driver searches the road for hazards and critical objects. They will receive further training in starting, warming up, and shutting down the engine, putting the vehicle in motion and stopping, backing in a straight line and turning the vehicle. Students will also learn space management, the concept of maintaining an appropriate cushion of space, and managing the space needed to execute a safe turn. (Prerequisite: None)

**006 VEHICLE INSPECTION** (Lecture 6/Lab 6.5) 12.5 Clock Hours

The student will learn methods and documentation used when inspecting the critical components of the tractor-trailer by performing pre-trip, en-route and post-trip inspections. (Prerequisite: None)

## **Tuition Policy**

Tuition for the CDL PREP TRACTOR-TRAILER DRIVER TRAINING PROGRAM is \$4,900, which includes the registration fee of \$100.00.

If the student fails to complete the full length of the training, the refund will be made according to the Cancellation and Tuition Refund Policy as stated in this catalog.

If the starting date has been changed by mutual agreement between the school and the student, the new starting date shall be used in determining the scheduled classes for calculating the amounts forfeited under this paragraph.

The student will not be required to purchase any additional supplies, books or tools other than their DOT Physical Exam and Commercial Driver's License (CDL).

## **Cancellation and Refund Policy**

A student who has not attended any classes and who cancels the Enrollment Agreement after the three-day (until midnight of the third day excluding Saturdays, Sundays, and legal holidays) cancellation privilege has expired will be liable for not more than \$100.00. The refund will be made within forty-five days after the student cancels the Enrollment Agreement.

A partial refund will be given when a student who has been attending class officially withdraws from school. The refund will be given to the appropriate agencies or individuals responsible for financing the student's tuition.

The amount of the refund will be:

- 1) After the student has completed less than 15% of the training program, the institution shall refund at least 80% of the tuition, less the registration fee, thereafter;
- 2) After the student has completed 15% but less than 25% of the training program, the institution shall refund at least 70% of tuition, less registration fee, thereafter;
- 3) After a student has completed 25% but less than 50% of the training program, the institution shall refund at least 45% of tuition, less registration fee, thereafter;
- 4) After a student has completed 50% or more of the training program, the institution may retain 100% of the stated training program price.
- 5) The effective date of withdrawal or termination for refund purposes is the last day of attendance.
- 6) In Louisiana refunds shall be made available within forty-five (45) days after written notification is received. The refund shall be made to the appropriate agencies and/or individuals.

Students will receive a refund for each unused program book returned to the school.

Note: The percentage of completion will be determined by dividing the number of weeks attended by the number of weeks scheduled for the program. Attendance in one class period during any week will be counted as one week. Also note that the above policy pertains to how the institution will refund and/or earn funds for the program.

## **Refund Policy for Students Called to Active Military Service**

A student of the school who withdraws from the school as a result of the student being called to active duty in a military service of the United States or the Louisiana National Guard may elect one of the following options for each program in which the student is enrolled:

- a) if tuition and fees are collected in advance of the withdrawal, a pro rata refund of any tuition, fees, or other charges paid by the student for the program and a cancellation of any unpaid tuition, fees, or other charges owed by the student for the portion of the program the student does not complete following withdrawal
- b) a grade of incomplete with the designation "withdrawn-military" for the courses in the program, other than courses for which the student has previously received a grade on the student's transcript, and the right to re-enroll in the program, or a substantially equivalent program if that program is no longer available, not later than the first anniversary of the date the student is discharged from active military duty without payment of additional tuition, fees, or other charges for the program other than any previously unpaid balance of the original tuition, fees, and charges for books for the program; or
- c) the assignment of an appropriate final grade or credit for the courses in the program, but only if the instructor or instructors of the program determine that the student has:
  - 1) Satisfactorily completed at least 90 percent of the required coursework for the program; and
  - 2) Demonstrated sufficient mastery of the program material to receive credit for completing the program.

**Information Applicable to all Programs:**

**Advanced Tractor-Trailer Driver Training Program**

**Basic Tractor-Trailer Driver Training Program**

**CDL Prep Tractor-Trailer Driver Training  
Program**



## **Admission Requirements**

Persons desiring to attend Diesel Driving Academy are required to complete an application for admission. All applicants must meet the Department of Transportation's (DOT) requirements for drivers of Commercial Motor Vehicles as outlined in 49 CFR 391.1 – 391.71. This includes, but is not limited to, passing a medical examination with a drug screen and having the ability to read and write the English language. Students reporting to training must possess a valid Motor Vehicle Operator's License and furnish a current copy of his or her Motor Vehicle Record (MVR) acceptable by the institution. Due to the nature and process required to meet DOT's requirements for drivers of Commercial Motor Vehicles, a student may be allowed to begin class while their DOT required paperwork and testing are undergoing completion and review. A student's DOT physical must be valid for the length of the program a student is enrolled and/or through the student's anticipated graduation date. A student that does not meet the DOT's requirements for drivers of Commercial Motor Vehicles will be terminated from the program and provided a full refund of all tuition and fees. The minimum age requirement is 21 years of age by the student's Projected Graduation Date. Projected Graduation Date is defined as the date of an on-time completion of a published program according to the start date listed on the student's Enrollment Agreement. Additionally, an applicant must: (i) have a high school diploma; (ii) have the recognized equivalent of a high school diploma; OR (iii) be beyond the age of compulsory school attendance in the State in which the institution is physically located (age 18 in Louisiana).

## **Federal and State Programs**

Only the students in the Advanced Tractor-Trailer Driver Training Program are eligible for Title IV financial aid assistance but students in the Basic and CDL Prep Tractor-Trailer Driver Training Programs may qualify for the Trade Readjustment Act (TRA) or the Workforce Innovation & Opportunity Act (WIOA). Some students are eligible for State Vocational Rehabilitation, Veterans Education and Training Benefits, or Louisiana Leveraging Educational Assistance Partnership (LEAP) Grants.

## **Transfer of Credit Policy**

### **Between Programs within the Institution**

Students at Diesel Driving Academy may transfer to different programs within the institution if they meet the enrollment requirements. Students must complete a Change in Student Status Form. The Campus Director must sign this form prior to approval. If applicable, credits will be evaluated by the Campus Director and applied towards the new program. To be eligible for transfer credit, the student must have successfully completed the class with a minimum grade of "C" and must be in good standing with the School.

Students will only be allowed to transfer into another program once during the course of enrollment. If a student has completed or withdrawn from Diesel Driving Academy and wishes to enroll into a new program, the student will be treated as a new enrollment.

### **From Another Institution**

Diesel Driving Academy may grant credit for previous education and training. After a careful evaluation of each student's prior education or experience from another training institution, this school may grant appropriate credit. The school will maintain written record of credit given and proportionately shortened training. The student and the VA, if applicable, will be notified of the credit given.

## **To Other Institutions**

Post-secondary institutions vary greatly in their practice of accepting transfer credit for courses completed at other post-secondary institutions. The acceptance of transfer credits is left to the discretion of the institution to which individual transfers.

Students planning to transfer are urged to contact the school to which they intend to transfer and apply for transfer credit. Many of the courses offered by Diesel Driving Academy have been developed to prepare students with skills appropriate to the employment market rather than for college transfer. Some institutions may accept such courses as credit, while other institutions may not accept the transfer credit. Diesel Driving Academy does not claim or guarantee any transfer credits to any other post-secondary institution.

## **Reasonable Accommodations for Students with Disabilities**

It is the established policy of Diesel Driving Academy, in accordance with federal law, that no individual shall be discriminated against on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief.

Section 504 of the Rehabilitation Act of 1973 (Section 504), 29 U.S.C. §794, and its implementing regulations at 34 C.F.R. Part 104, prohibit discrimination on the basis of disability. According to federal law, Diesel Driving Academy is required to provide reasonable accommodations to any qualified student. If you require a reasonable accommodation, please provide the Campus Director at your campus a written and signed request for reasonable accommodations that include the following:

- Name
- Date
- Address
- Telephone Number
- Describe the nature of your physical or mental disability.
- Describe the reasonable accommodations that you are requesting.

After reviewing the request, DDA will provide student with a response.

## **Grievance Policy**

In student complaints relative to actions of the school officials, the student should first attempt to resolve the matter with the school, by filing a written and signed complaint with the school's officials at Diesel Driving Academy, 3010 Knight Street; Suite 350, Shreveport, LA 71105. If that is unsuccessful, the student shall then address the complaint to the Louisiana State Board of Regents, 1201 N. Third Street, Suite 6-200, Baton Rouge, LA 70802, Phone (225) 342-7084. If the student feels that the decision is not acceptable, he or she may file their complaint with the Commission of the Council on Occupational Education (COE): Dr. Kirk A. Nooks, President/CEO, Commission of the Council on Occupational Education, 7840 Roswell Road, Building 300, Suite 325, Atlanta, Georgia 30350. The COE website is <http://council.org>., phone number is (770) 396-3898, and FAX number is (770) 396-3790.

## **Mediation / Arbitration Policy**

When a dispute cannot be settled through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by the American Arbitration Association under its Commercial

Mediation Rules before resorting to arbitration. Thereafter, any claim shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. (Refer to your Enrollment Agreement).

### **School Calendar**

Diesel Driving Academy conducts classes on a twelve-month basis. Due to the flexibility of the programs, students can enroll at any time throughout the year.

The System Office operates on a five-day week schedule, 8:00 a.m. to 5:00 p.m. During this time enrollments are processed with all permanent records being posted and updated.

### **Holidays and School Vacations**

New Year's Day	July Fourth
Martin Luther King, Jr. Birthday	Labor Day
Memorial Day	Thanksgiving Day
Juneteenth	Christmas Day

*See Attendance Policy for additional information regarding holidays and school vacations and their effect on attendance requirements.*

### **Attendance Policy**

All absences, regardless of reason, will be reported. A student in the Advanced program is not permitted to miss more than 10% of instructional time during the first half of the program or 10% of instructional time during the second half of the program. For the Advanced program, the first half consists of the first ten (10) credit hours and the second half consists of the following nine and one-half (9.5) credit hours.

For the Basic program, a student is not permitted to miss more than 10% of instructional time during the duration of the course.

A student may request an opportunity to complete make-up work in lieu of dismissal from the program. The student must provide documentation and request the make-up work within two business days following the return from absence. The Campus Director will forward the request to the Vice President of Operations and the Vice President of Operations, and the Campus Director will have the discretion to approve or deny such requests. Such requests shall only be approved as a result of well-documented extenuating circumstances. In these cases, the student will be entitled to make up the work at no cost. The dates of the make-up work will be determined by school personnel. Failure to make up the time by the deadline will result in make-up time being forfeited.

Students will be provided make-up time for classes missed due to unscheduled school closings (weather and power outages) and holidays. Failure to make up this time will result in the missed hours being counted towards the 10% threshold.

Students in the CDL Prep program are not permitted to miss more than two (2) days of the program. If more time is missed, the student will be terminated. Make-up work in lieu of dismissal is not available for students enrolled in the CDL Prep program unless absences resulted from unscheduled school closings.

A student who completes the hours requirements of the Advanced Tractor Trailer Driver Training program but hasn't successfully passed the CDL Exam will be enrolled in a repeat course. The repeat course is 45 hours. If

the student still hasn't successfully completed the CDL Exam by the end of the repeat course, they will be moved to Completed Awaiting CDL status. At this point, the student will have 8 weeks to pass the CDL test or be removed from the program.

A student who completes the hours requirements of the Basic Tractor Trailer Driver Training program but hasn't successfully passed the CDL Exam will be enrolled in a repeat course. The repeat course is 60 hours. If the student still hasn't successfully completed the CDL Exam by the end of the repeat course, they will be moved to Completed Awaiting CDL status. At this point, the student will have 4 weeks to pass the CDL test or be removed from the program.

A student who completes the hours requirements of the CDL Prep Tractor Trailer Driver Training program but hasn't successfully passed the CDL Exam will be enrolled in a repeat course. The repeat course is 33.5 hours. If the student still hasn't successfully completed the CDL Exam by the end of the repeat course, they will be moved to Completed Awaiting CDL status. At this point, the student will have 4 weeks to pass the CDL test or be removed from the program.

### **Tardy Policy**

The total amount of tardy time, when combined with any absences, cannot exceed 10% of the course. Emergency cases will be reviewed by the school's staff. The school will make every effort to avoid the dismissal of any student.

### **Dress Code**

Students should wear clothing suitable to seasonal weather conditions (rain gear, warm clothing, etc.) Diesel Driving Academy expects each student to attire themselves in a manner that will reflect good work habits. Students are expected to be well groomed and maintain good personal hygiene. The following are some (but not all) dress items that are NOT ACCEPTABLE: flip flops, slides or sandals, sweatpants, or unsightly headgear, jogging suits, leggings, shorts, sleeveless shirts, and bare midriffs. T-shirts are acceptable; however, no profanity or provocative wording can be printed on the shirt, also it MUST have sleeves.

### **Interruption of Training Policy**

Diesel Driving Academy students have up to one year in which to complete their program. The training sessions are held on a year-round basis.

Emergency interruptions will be reviewed by the school's staff. The student will be entitled to make up the hours at the school's discretion. The dates of the make-up will be determined by the school personnel.

### **POLICY REGARDING INTERRUPTION OF EDUCATION FOR RESERVIST AND NATIONAL GUARD MOBILIZATION / ACTIVATION**

When Diesel Driving Academy students whose higher education careers are interrupted by mobilization/activation re-enroll in the program within one year of completion of their involuntary term of military service, the school will make every possible effort to place these students back into their studies track as close as possible to the same place the students occupied when mobilized/activated. This will allow students to continue their studies with as little interruption as possible.

## **Student Conduct**

The school will make every effort to avoid dismissal. However, unauthorized absences, tardiness, failure to comply with curriculum requirements, lack of cooperation, use of alcohol or narcotics, or gambling at the Academy's facilities constitute some of the grounds for dismissal and a student would be asked to resign or be dismissed. However, no specific violation needs to be indicated for termination. Violations of the School's Controlled Substance and Alcohol Testing Policy (contained in this catalog) shall result in disciplinary action including potential termination from the School. Re-entry of a student after dismissal will be left to the discretion of the school.

## **Controlled Substances & Alcohol Testing Policy**

Diesel Driving Academy  
3010 Knight St, Suite 350  
Shreveport, LA 71105  
USDOT# 2409434

Diesel Driving Academy (hereafter referred to as the "School") is dedicated to the health and safety of our students and drivers (hereafter referred to as "drivers"). Drug and/or alcohol use poses a serious threat to driver health and safety. Therefore, it is the policy of the School to prevent the use of drugs and abuse of alcohol from having an adverse effect on our drivers.

The serious impact of drug use and alcohol abuse has been recognized by the federal government. The Federal Motor Carrier Safety Administration (FMCSA) has issued regulations which require the School to implement an alcohol and controlled substances testing program.

The purpose of the FMCSA issued regulations is to establish programs designed to help prevent accidents and injuries resulting from the misuse of alcohol or use of controlled substances by drivers of commercial motor vehicles.

The School will comply with these regulations and is committed to maintaining a drug-free workplace.

It is the policy of the School that the use, sale, purchase, transfer, possession, or presence in one's system of any controlled substance (except medically prescribed drugs) by any driver while on the School premises, engaged in School business, operating School equipment, or while under the authority of the School is strictly prohibited. Disciplinary action will be taken as necessary. For purposes of this Policy, students are considered drivers beginning on the first day of class and continuing until graduation. Drivers are considered drivers upon employment.

Neither this policy nor any of its terms are intended to create a contract of employment or contain the terms of any contract of employment. The School retains the sole right to change, amend, or modify any term or provision of this policy without notice. This policy is effective as of February 17, 2014 and will supersede all prior policies and statements relating to alcohol or drugs.

## **Drug and Alcohol Testing Procedures**

### **Regulatory Requirements**

All drivers who operate commercial motor vehicles that require a commercial driver's license under 49 CFR Part 383 are subject to the FMCSA's drug and alcohol regulations, 49 CFR Part 382.

### **Non-Regulatory Requirements**

The Federal Motor Carrier Safety Regulations (FMCSRs) set the minimum requirements for testing. The School's policy in certain instances may be more stringent. This policy will clearly define what is mandated by the FMCSRs and what is school procedure.

### **Who is Responsible?**

It is the School's responsibility to provide testing for the driver that is in compliance with all federal and state laws and regulations, and within the provisions of this policy. The School will retain all records related to testing and the testing process in a secure and confidential matter.

The School's drug and alcohol program administrator who is designated to monitor, facilitate, and answer questions pertaining to these procedures is:

#### ***Drug & Alcohol Testing Program Administrator***

- Administrator's Name: Eric Schakelford
- Administrator's Title: Support Services Administrator
- Address: 6819 Washington Ave. Ocean Springs, MS 39540
- Phone: 228-872-7160
- Email: [eric@dottrucksafety.com](mailto:eric@dottrucksafety.com)

#### ***Designated School Representative (DER)***

Shreveport Main Campus – Josh Woodard: (318) 636-0606

Email: [Josh.Woodard@dda.edu](mailto:Josh.Woodard@dda.edu)

The driver is responsible for complying with the requirements set forth in this policy. The driver will not use, have possession of, abuse, or have the presence of alcohol or any controlled substance in excess of regulation-established threshold levels while on duty. The driver will not use alcohol within 4 hours of performing a "safety-sensitive" function, while performing a "safety-sensitive" function, or immediately after performing a "safety-sensitive" function. The driver must submit to alcohol and controlled substances tests administered under Part 382.

All supervisors must make every effort to be aware of a driver's condition at all times the driver is in service of the School. The supervisor must be able to make reasonable suspicion observations to determine if the driver is impaired in some way and be prepared to implement the requirements of this policy if necessary.

### **Alcohol Prohibitions**

Part 382, Subpart B, prohibits any alcohol misuse that could affect performance of safety-sensitive functions.

This alcohol prohibition includes:

- use while performing safety-sensitive functions;
- use during the 4 hours before performing safety-sensitive functions;
- reporting for duty or remaining on duty to perform safety-sensitive functions with an alcohol concentration of 0.04 or greater;
- use of alcohol for up to 8 hours following an accident or until the driver undergoes a post-accident test; or
- refusal to take a required test.

**NOTE:** Per FMCSA regulation (Sec. 382.505), a driver found to have an alcohol concentration of 0.02 or greater but less than 0.04 shall not perform, nor be permitted to perform, safety-sensitive functions.

### **Drug Prohibitions**

Part 382, Subpart B, prohibits any drug use that could affect the performance of safety-sensitive functions. This drug prohibition includes:

- use of any drug, except when administered to a driver by, or under the instructions of a licensed medical practitioner, who has advised the driver that the substance will not affect the driver's ability to safely operate a commercial motor vehicle. (The use of marijuana under any state statute is not a legitimate medical explanation. Under federal law, the use of marijuana or any Schedule I drug does not have a legitimate medical use in the United States.);
- Testing positive for drugs; or
- Refusing to take a required test.

All drivers will inform the drug and alcohol program administrator of any therapeutic drug use prior to performing a safety-sensitive function. He or she may be required to present written evidence from a health care professional which describes the effects such medications may have on the driver's ability to perform his or her tasks.

### **Circumstances for Testing**

*Pre-Employment/Enrollment Testing (Sec. 382.301):* All driver applicants will be required to submit to and pass a drug test as a condition of employment or enrollment.

Each driver applicant will be asked whether he/she has tested positive, or refused to test, on any pre-employment/enrollment drug test administered by a school or commercial vehicle driver training school to which the driver applicant applied for, but did not obtain, safety-sensitive transportation work or training during the past 2 years.

If the driver applicant admits that he/she has tested positive, or refused to test, on any pre-employment/enrollment drug test the driver applicant may not perform any safety-sensitive functions for the School until and unless the driver applicant documents successful completion of the return-to-duty process.

Driver applicant drug testing shall follow the collection, chain-of-custody, and reporting procedures set forth in 49 CFR Part 40.

A driver of the “School” transferring to a driving position is also subject to and must pass a urine drug test as a condition of the transfer.

The School may or may not require a pre-employment/enrollment drug test if the following conditions are met:

- the driver has participated in a drug testing program meeting the requirements of Part 382 within the previous 30 days;
- while participating in this program the driver must have either been tested for controlled substances in the previous 6 months, or participated in a random drug testing program for the previous 12 months; and
- no prior school or commercial vehicle driver training school of the driver has a record of violations of
- any DOT controlled- substance-use rule for the driver in the previous 6 months.

The School must contact the previous school's (commercial vehicle driver training school) testing program prior to using the driver and obtain the following information:

- the name and address of the program (usually the driver's prior and/or current school or commercial vehicle driver training school);
- verification that the driver participates or participated in the program;
- verification that the program conforms with the required procedures set forth in 49 CFR Part 40;
- verification that the driver is qualified under this rule, including that the driver has not refused to submit to an alcohol or drug test;
- the date the driver was last tested for alcohol or drugs; and
- the results of any drug or alcohol test administered in the previous 6 months, and any violations of the alcohol misuse or drug use rules.

*Reasonable Suspicion Testing (Sec. 382.307):* If the driver's supervisor or another School official designated to supervise drivers believes a driver is under the influence of alcohol or drugs, the driver will be required to undergo a drug and/or alcohol test.

The basis for this decision will be specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the driver.

The driver's supervisor or another School official will immediately remove the driver from any and all safety-sensitive functions and take the driver or make arrangements for the driver to be taken to a testing facility.

The person who makes the determination that reasonable suspicion exists to conduct an alcohol test may not administer the alcohol test.

Per FMCSA regulation, reasonable suspicion alcohol testing is only authorized if the observations are made during, just preceding, or after the driver is performing a safety sensitive function.

Per FMCSA regulation, if the driver tests 0.02 or greater, but less than 0.04, for alcohol the driver will be removed from all safety-sensitive functions, including driving a commercial motor vehicle, until the start of the driver's next regularly scheduled duty period, but not less than 24 hours following administration of the test.



If an alcohol test is not administered within two hours following a reasonable suspicion determination, the program administrator will prepare and maintain a record stating the reasons why the test was not administered within 2 hours.

If the test was not administered within 8 hours after a reasonable suspicion determination, all attempts to administer the test shall cease. A record of why the test was not administered must be prepared and maintained.

A written record of the observations leading to an alcohol or controlled substance reasonable suspicion test, signed by the supervisor or School official who made the observation, will be completed within 24 hours of the observed behavior or before the results of the alcohol or controlled substances test are released, whichever is first.

*Post-Accident Testing (Sec. 382.303):* Drivers are to notify the drug and alcohol program administrator as soon as possible if they are involved in an accident.

According to FMCSA regulations (Sec. 382.303), if the accident involved:

- a fatality,
- bodily injury with immediate medical treatment away from the scene and the driver received a citation, or
- disabling damage to any motor vehicle requiring tow away *and* the driver received a citation

the driver will be tested for drugs and alcohol as soon as possible following the accident. The driver must remain readily available for testing. If the driver isn't readily available for alcohol and drug testing, he/she may be deemed as refusing to submit to testing. A driver involved in an accident may not consume alcohol for 8 hours or until testing is completed.

If the alcohol test is not administered within 2 hours following the accident the drug and alcohol program administrator will prepare a report and maintain a record stating why the test was not administered within two hours.

If the alcohol test is not administered within 8 hours following the accident, all attempts to administer the test will cease. A report and record of why the test was not administered will be prepared and maintained.

The drug test must be administered within 32 hours of the accident. If the test could not be administered within 32 hours, all attempts to test the driver will cease.

The drug and alcohol program administrator will prepare and maintain a record stating the reasons why the test was not administered within the allotted time frame.

### **Refusal to Submit**

According to Sec. 382.221, a driver may not refuse to submit to a post- accident, random, reasonable suspicion, or follow-up alcohol or controlled substances test required by the regulations. A driver who refuses to submit to such tests may not perform or continue to perform safety-sensitive functions and must be evaluated by a substance

abuse professional as if the driver tested positive for drugs or failed an alcohol test. Notwithstanding the following, the School reserves the right to terminate a driver or student that tests positive on an alcohol or drug test.

Refusal to submit includes failing to provide adequate breath or urine sample for alcohol or drug testing and any conduct that obstructs the testing process. This includes adulteration or substitution of a urine sample.

### **Dilute Specimens**

If the MRO informs the School that a positive drug test was dilute, the School will simply treat the test as a verified positive test. The School will not direct the driver to take another test based on the fact that the specimen was dilute. This is in accordance with §40.197.

If the MRO directs the School to conduct a recollection under direct observation (i.e., because the creatinine concentration of the specimen was equal to or greater than 2mg/dL, but less than or equal to 5 mg/dL (see §40.155(c)), the School will do so immediately.

The following provisions apply to all tests that the School sends the driver for under the directive of the MRO:

- The driver is given the minimum possible advance notice that he or she must go to the collection site;
- The result of the retest taken under §40.197(b), and not a prior test, is accepted as the test result of record;
- If the result of the retest taken under §40.197(b) is also negative and dilute, the School will not make the driver take an additional test because the result was dilute. Provided, however, that if the MRO directs the School to conduct a recollection under direct observation under §40.197(b)(1), the School must immediately do so.
- If the driver declines to take a test as directed in accordance with §40.197(b), the driver has refused the test for purposes of this part and DOT agency regulations.

If the creatinine concentration of the dilute specimen is greater than 5 mg/dL, the School has elected to include the option retest provision in its School policy. The School will direct the driver to take another test immediately under School policy in accordance with §40.197. Such recollections will not be collected under direct observation, unless there is another basis for use of direct observation (see § 40.67 (b) and (c)).

The following provisions apply to all retests that the School sends the driver for under School policy:

- The driver is given the minimum possible advance notice that he or she must go to the collection site;
- The result of the retest taken under §40.197(b), and not a prior test, is accepted as the test result of record;
- If the result of the retest taken under §40.197(b) is also negative and dilute, the School will not make the driver take an additional test because the result was dilute. Provided, however, that if the MRO directs the School to conduct a recollection under direct observation under §40.197(b)(1), the School must immediately do so.
- If the driver declines to take a test as directed in accordance with §40.197(b), the driver has refused the test for purposes Part 40 and DOT agency regulations.

### **Invalid Results**

When the laboratory reports that the test result is an invalid result, the MRO must:

- Contact the driver and inform the driver that the specimen was invalid. In contacting the driver, he/she uses the procedures set forth in §40.131.
- After explaining the limits of disclosure (see §§40.135(d) and 40.327), the MRO must determine if the driver has a medical explanation for the invalid result. He/she must inquire about the medications the driver may have taken.

If the driver gives an explanation that is acceptable, the MRO must:

- Place a check mark in the “Test Cancelled” box (Step 6) on Copy 2 of the CCF and enter “Invalid Result” and “direct observation collection not required” on the “Remarks” line.
- Report to the DER that the test is cancelled, the reason for cancellation, and that no further action is required unless a negative test result is required (i.e., pre-employment/enrollment, return-to-duty, or follow-up tests). If a negative test result is required and the medical explanation concerns a situation in which the driver has a permanent or long-term medical condition that precludes him or her from providing a valid specimen, the MRO must follow the procedures outlined at §40.160 for determining if there is clinical evidence that the individual is an illicit drug user.
  - If the medical evaluation reveals no clinical evidence of drug use, the MRO must report this to the School as a negative test result with written notations regarding the medical examination. The report must also state why the medical examination was required (i.e., either the basis for the determination that a permanent or long-term medical condition exists or because the recollection under direct observation resulted in another invalid result for the same reason, as appropriate) and for the determination that no signs and symptoms of drug use exist.
  - If the medical evaluation reveals no clinical evidence of drug use, the MRO must report this to the School as a negative test result with written notations regarding the medical examination. The report must also state why the medical examination was required (i.e., either the basis for the determination that a permanent or long-term medical condition exists or because the recollection under direct observation resulted in another invalid result for the same reason, as appropriate) and for the determination that no signs and symptoms of drug use exist.
  - If the medical evaluation reveals clinical evidence of drug use, the MRO must report the result to the School as a cancelled test with written notations regarding the results of the medical examination. The report must also state why the medical examination was required (i.e., either the basis for the determination that a permanent or long-term medical condition exists or because the recollection under direct observation resulted in another invalid result for the same reason, as appropriate) and state the reason for the determination that signs and symptoms of drug use exist. Because this is a cancelled test, it does not serve the purpose of an actual negative test result (i.e., the School is not authorized to allow the driver to begin or resume performing safety-sensitive functions because a negative test result is needed for that purpose)

If the driver does not give a reasonable explanation, the MRO:

- Places a check mark in the “Test Cancelled” and enters “Invalid Result” and “direct observation collection required” on the “Remarks” line.
- Reports to the DER that the test is cancelled, the reason for cancellation, and that a second collection must take place immediately under direct observation.
- Instructs the School to ensure that the driver has the minimum possible advance notice that he or she must

go to the collection site.

If the driver admits to the MRO that he or she tampered with the specimen, the result is reported as a refusal to be tested. If the driver admits to the MRO that he or she used drugs, the test is cancelled with the reason noted (invalid) and the DER is notified of the admission. The DER has actual knowledge of a violation, and the occurrence is treated the same as a positive result.

When the test result is invalid because pH is greater than or equal to 9.0 but less than or equal to 9.5 and the driver has no other medical explanation for the pH, the MRO should consider whether there is evidence of elapsed time and increased temperature that could account for the pH value. The MRO:

- Is authorized to consider the temperature conditions that were likely to have existed between the time of collection and transportation of the specimen to the laboratory, and the length of time between the specimen collection, and arrival at the laboratory.
- May talk with the collection site and laboratory to discuss time and temperature issues, including any pertinent information regarding specimen storage.

If the MRO determines that time and temperature:

- Account for the pH value, he or she must cancel the test and take no further action.
- Fail to account for the pH value, he or she must cancel the test and direct another collection under direct observation, as provided at paragraph §40.159(a)(5).

### **Alcohol Testing Procedures**

Alcohol testing will be conducted by a qualified breath alcohol technician (BAT) or screening test technician (STT), according to 49 CFR Part 40 procedures. Only products on the conforming products list (approved by the National Highway Traffic Safety Administration (NHTSA)) and Part 40 requirements will be utilized for testing under this policy.

The testing will be performed in a private setting. Only authorized personnel will have access and are the only individuals who can see or hear the test results.

When the driver arrives at the testing site, the BAT or STT will ask for identification.

The driver may ask the BAT or STT for identification. The BAT or STT will then explain the testing procedure to the driver. The BAT or STT may only supervise one test at a time and may not leave the testing site while the test is in progress.

A screening test is performed first. When a breath testing device is used, the mouthpiece of the breath testing device must be sealed before use and opened in the driver's presence. Then the mouthpiece is inserted into the breath testing device.

The driver must blow forcefully into the mouthpiece of the testing device for at least 6 seconds or until an adequate amount of breath has been obtained.

Once the test is completed, the BAT must show the driver the results. The results may be printed on a form generated by the breath testing device or may be displayed on the breath testing device. If the breath testing device does not print results and test information, the BAT is to record the displayed result, test number, testing device, serial number of the testing device, and time on the alcohol testing form. If the breath testing device prints results, but not directly onto the form, the BAT must affix the printout to the alcohol testing form in the designated space.

When an alcohol screening device (ASD) is used, the screening test technician (STT) must check the device's expiration date and show it to the driver. A device may not be used after its expiration date.

The STT will open an individually wrapped or sealed package containing the device in front of the driver and he/she will be asked to place the device in his/her mouth and use it in the manner described by the device's manufacturer.

If the driver declines to use the device, or in a case where the device doesn't activate, the STT must insert the device in the driver's mouth and use it in the manner described by the device's manufacturer. The STT must wear single-use examination gloves and must change the gloves following each test.

When the device is removed from the driver's mouth, the STT must follow the manufacturer's instructions to ensure the device is activated.

If the procedures listed above can't be successfully completed, the device must be discarded, and the new test must be conducted using a new device. Again, the driver will be offered the choice of using the new device or having the STT use the device for the test.

If the new test can't be successfully completed, the driver will be directed to immediately take a screening test using an evidential breath testing device (EBT).

The result displayed on the device must be read within 15 minutes of the test. The STT must show the driver the device and its reading and enter the result on the ATF.

If the reading on the EBT or ASD is less than 0.02, both the driver and the BAT or STT must sign and date the result form. The form will then be confidentially forwarded to the School's designated School representative (DER).

If the reading on the EBT or ASD is 0.02 or more, a confirmation test must be performed. An EBT must be used for all confirmation tests.

The test must be performed after 15 minutes have elapsed, but within 30 minutes of the first test. The BAT will ask the driver not to eat, drink, belch, or put anything into his/her mouth. These steps are intended to prevent the buildup of mouth alcohol, which could lead to an artificially high result.

A new, sealed mouthpiece must be used for the new test. The calibration of the EBT must be checked. All of this must be done in the driver's presence.

If the results of the confirmation test and screening test are not the same the confirmation test will be used.

Refusal to complete and sign the alcohol testing form or refusal to provide breath or saliva will be considered a failed test, and the driver will be removed from all safety-sensitive functions until the matter is resolved.

### **Drug Testing Procedures**

Specimen collection will be conducted in accordance with 49 CFR Part 40 and any applicable state law. The collection procedures have been designed to ensure the security and integrity of the specimen provided by each driver. The procedures will strictly follow federal chain of custody guidelines.

A drug testing custody and control form (CCF) will be used to document the chain of custody from the time the specimen is collected at the testing facility until it is tested at the laboratory.

A collection kit meeting the requirements of Part 40, Appendix A must be used for the drug test.

The collection of specimen must be conducted in a suitable location and must contain all necessary personnel, materials, equipment, facilities, and supervision to provide for collection, security, and temporary storage and transportation of the specimen to a certified laboratory.

When the driver arrives at the collection site, the collection site driver will ask for identification. The driver may ask the collection site person for identification.

The driver will be asked to remove all unnecessary outer garments (coat, jacket) and secure all personal belongings. The driver may keep his/her wallet.

The driver will then wash and dry his/her hands. After washing hands, the driver must remain in the presence of the collection site person and may not have access to fountains, faucets, soap dispensers, or other materials that could adulterate the specimen.

The collection site person will select, or allow the driver to select, an individually wrapped or sealed container from the collection kit materials. Either the collection site person or the driver, with both individuals present, must unwrap or break the seal of the collection container. The seal on the specimen bottle may not be broken at this time. Only the collection container may be taken into the room used for urination.

The driver is then instructed to provide his/her specimen in a location that allows for privacy.

The specimen must consist of at least 45 mL of urine. Within 4 minutes after obtaining the specimen, the collection site person will measure its temperature. The acceptable temperature range is 90 to 100 degrees Fahrenheit. If the specimen temperature is outside the acceptable range, the collector must note this on the CCF and must immediately conduct a new collection using direct observation procedures outlined in Sec. 40.67. Both specimens

must be sent to the lab for testing. The collector must notify both the DER and collection site supervisor that the collection took place under direct observation and the reason for doing so.

The 45mL sample provided must be split into a primary specimen of 30 mL and a second specimen (used as the split) of 15 mL. The collection site person must place and secure the lids on the bottles, place tamper-evident bottle seals over the lids and down the sides of the bottles, and write the date on the tamper-evident seals. The driver then initials the tamper-evident bottle seals to certify that the bottles contain specimens he/she provided. All of this must be done in front of the driver.

All identifying information must be entered on the CCF by the collection site person.

The CCF must be signed by the collection site person, certifying collection was accomplished in accordance with the instructions provided. The driver must also sign this form indicating the specimen was his/hers.

The collector is responsible for placing and securing the specimen bottles and a copy of the CCF into an appropriate pouch or plastic bag. At this point, the driver may leave the collection site.

The collection site must forward the specimens to the lab as quickly as possible, within 24 hours or during the next business day.

*Laboratory analysis:* As required by FMCSA regulations, only a laboratory certified by the Department of Health and Human Services (DHSS) to perform urinalysis for the presence of controlled substances will be retained by the School. The laboratory will be required to maintain strict compliance with federally approved chain-of-custody procedures, quality control, maintenance, and scientific analytical methodologies.

All specimens are required to undergo an initial screen followed by confirmation of all positive screen results.

*Results:* According to FMCSA regulation, the laboratory must report all test results directly to the School's medical review officer (MRO). All test results must be transmitted to the MRO in a timely manner, preferably the same day that the review by the certifying scientist is completed. All results must be reported.

The MRO is responsible for reviewing and interpreting all confirmed positive, adulterated, substituted, or invalid drug test results. The MRO must determine whether alternate medical explanations could account for the test results. The MRO must also give the driver who has a positive, adulterated, substituted, or invalid drug test an opportunity to discuss the results prior to making a final determination. After the decision is made, the MRO must notify the DER.

If the MRO, after making and documenting all reasonable efforts, is unable to contact a tested driver, the MRO shall contact the DER instructing him/her to contact the driver. The DER will arrange for the driver to contact the MRO before going on duty.

The MRO may verify a positive, adulterated, substituted, or invalid drug test without having communicated with the driver about the test results if:

- the driver expressly declines the opportunity to discuss the results of the test;
- neither the MRO or DER has been able to make contact with the driver for 10 days; or
- within 72 hours after a documented contact by the DER instructing the driver to contact the MRO, the driver has not done so.

The MRO may verify an invalid test result as cancelled (with instructions to recollect immediately under direct observation) without interviewing the driver, as provided at §40.159 if:

- the driver expressly declines the opportunity to discuss the test with the MRO;
- the DER has successfully made and documented a contact with the driver and instructed the driver to contact the MRO and more than 72 hours have passed since the time the DER contacted the driver; or
- neither the MRO nor the DER, after making and documenting all reasonable efforts, has been able to contact the driver within ten days of the date on which the MRO received the confirmed invalid test result from the laboratory.

*Split Sample:* As required by FMCSA regulations, the MRO must notify each driver who has a positive, adulterated, or substituted, drug test result that he/she has 72 hours to request the test of the split specimen. If the driver requests the testing of the split, the MRO must direct (in writing) the lab to provide the split specimen to another certified laboratory for analysis. There is no split specimen testing for an invalid result.

The driver/applicant will pay for the testing of the split specimen. If the analysis of the split specimen fails to reconfirm the results of the primary specimen, or if the split specimen is unavailable, inadequate for testing, or unstable, the MRO must cancel the test and report the cancellation and the reasons for it to the DER and the driver.

*Specimen Retention:* Long-term frozen storage will ensure that positive urine specimens will be available for any necessary retest. The School’s designated drug testing laboratory will retain all confirmed positive specimens for at least 1 year in the original labeled specimen bottle.

### **Confidentiality/Recordkeeping**

All driver alcohol and controlled substance test records are considered confidential (Sec. 382.401). For the purpose of this policy/procedure, confidential recordkeeping is defined as records maintained in a secure manner, under lock and key, accessible only to the program administrator.

Driver alcohol and controlled substance test records will only be released in the following situations:

- to the driver, upon his/her written request;
- upon request of a DOT agency with regulatory authority over the “School”;
- upon request of state or local officials with regulatory authority over the “School”;
- upon request by the United States Secretary of Transportation;
- upon request by the National Transportation Safety Board (NTSB) as part of an accident investigation;
- upon request by subsequent employers or commercial vehicle training schools upon receipt of a written request by a covered driver;
- in a lawsuit, grievance, or other proceeding if it was initiated by or on behalf of the complainant and arising from results of the tests; or



- upon written consent by the driver authorizing the release to a specified individual.

All records will be retained for the time period required in Sec. 382.401.

*Supervisor Training:* According to FMCSA regulation, all drivers of the “School” designated to supervise drivers will receive training on this program. The training will include at least 60 minutes on alcohol misuse and 60 minutes on drug use. The training content will include the physical, behavioral, speech, and performance indicators of probable alcohol misuse and drug use. The training allows supervisors to determine reasonable suspicion that a driver is under the influence of alcohol or drugs.

*Referral, Evaluation, and Treatment (Sec. 382.605):* According to FMCSA regulation, a list of substance abuse professionals will be provided to all drivers who fail an alcohol test or test positive for drugs.

A list of substance abuse professionals and counseling and treatment programs for your location is attached with this policy.

The drug and alcohol program administrator will be responsible for designating the appropriate substance abuse professional (SAP) who, in conjunction with the driver's physician, will diagnose the problem and recommend treatment.

The driver/applicant is responsible for all expenses for the evaluation by the SAP and any treatment required.

According to FMCSA regulations, prior to returning to duty for the “School” a driver must be evaluated by a SAP and must complete the treatment recommended by the SAP. Successful completion of a return to duty test and all follow-up tests is mandatory.

A driver who fails to complete an evaluation by the SAP, treatment recommended by the SAP, a return to duty test, or a follow-up test may be subject to termination.

### **Discipline**

The School may not stand-down a driver before the MRO has completed his or her verification process unless the School has applied for and has received an FMCSA issued waiver (Sec. 40.22).

According to FMCSA regulation, no person who has failed an alcohol or drug test, or refused to test, will be allowed to perform safety-sensitive functions until the referral, evaluation, and treatment requirements have been complied with. The following School disciplinary measures apply to all reasonable suspicion, post-accident, and random tests.

*Controlled Substance Positive Test Result:* Upon notification by the MRO that a driver has a drug test result of positive, adulterated, or substituted, the driver may request a test of the split sample within 72 hours per Sec. 40.171. If the driver has requested to the MRO that a test of the split sample be performed, the driver will be immediately removed from safety-sensitive functions until the results of a split sample test are obtained. The driver/applicant will be responsible for all expenses related to requesting a split sample.

If the driver doesn't request a split sample test or the split sample test confirms the initial positive, adulterated, or substituted, drug test result, the driver will be immediately removed from safety-sensitive functions and may be subject to discipline up to termination.

If the split sample testing disputed the initial test results or if the initial test results are designated invalid, the driver will be reinstated.

*Refusal to Test:* A driver's refusal to test for alcohol or controlled substances will be considered a positive test result. Adulteration or tampering with a urine or breath sample is considered conduct that obstructs the testing process and is considered a refusal to test. A driver whose conduct is considered a refusal to test will be removed from performing safety-sensitive functions and may be subject to discipline up to termination.

*Failed Alcohol Test Result:* Upon notification that a driver has failed an alcohol test (0.04% BAC or greater), the driver will be removed from performing safety-sensitive functions and may be subject to discipline up to termination.

Upon notification that a driver tested 0.02% BAC or greater, but less than 0.04% BAC in initial and confirmatory tests for alcohol, the driver will be removed from performing safety-sensitive functions and may be subject to discipline up to termination.

Notwithstanding anything contained in this Policy, the School reserves the right to terminate a driver or student that tests positive on an alcohol or drug test.

## **Definitions**

When implementing and interpreting the drug and alcohol policies and procedures required by the FMCSA as well as the policies and procedures required by the company, the following definitions apply:

*Actual knowledge* means actual knowledge by an employer that a driver has used alcohol or controlled substances based on the employer's direct observation of the driver, information provided by the driver's previous employer(s), a traffic citation for driving a CMV while under the influence of alcohol or a controlled substance, or a driver's admission of alcohol or controlled substance use under the provisions of Sec. 382.121. Direct observation as used in this definition means observation of alcohol or controlled substance use and does not include observation of driver behavior or physical characteristics sufficient to warrant reasonable suspicion testing under Sec. 382.307.

*Adulterated specimen* means a specimen that has been altered, as evidenced by test results showing either a substance that is not a normal constituent for that type of specimen or showing an abnormal concentration of an endogenous substance.

*Alcohol* means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohol.

*Alcohol concentration* (or content) means the alcohol in a volume of breath expressed in terms of grams of alcohol per 220 liters of breath as indicated by an evidential breath test.

*Alcohol screening device* (ASD) means a breath or saliva device, other than an evidential breath testing device (EBT) that is approved by the National Highway Traffic Safety Administration (NHTSA) and placed on a conforming products list (CPL) for such devices.

*Alcohol use* means the consumption of any beverage, liquid mixture, or preparation, including any medication, containing alcohol.

*Aliquot* means a fractional part of a specimen used for testing. It is taken as a sample representing the whole specimen.

*Breath Alcohol Technician* (or BAT) means an individual who instructs and assists individuals in the alcohol testing process and operates an evidential breath testing device (EBT).

*Collection site* means a place designated by the company, where individuals present themselves for the purpose of providing a urine specimen for a drug test.

*Commercial motor vehicle* means a motor vehicle or combination of motor vehicles used in commerce to transport passengers or property if the motor vehicle:

- Has a gross combination weight rating of 26,001 or more pounds (11,794 or more kilograms) inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds (4,536 kilograms); or
- Has a gross vehicle weight rating of 11,794 or more kilograms (26,001 or more pounds); or
- Is designed to transport 16 or more passengers, including the driver; or
- Is of any size and is used in the transportation of materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act and which require the motor vehicle to be placarded under the Hazardous Materials Regulations (49 CFR Part 172, subpart F).

*Confirmatory drug test* means a second analytical procedure to identify the presence of a specific drug or metabolite which is independent of the initial test and which uses a different technique and chemical principle from that of the initial test in order to ensure reliability and accuracy. (Gas chromatography/mass spectrometry (GC/MS) is the only authorized confirmation method for cocaine, marijuana, opiates, amphetamines, and phencyclidine).

*Confirmatory validity test* means a second analytical procedure performed on a different aliquot of the original specimen to identify and quantify the presence of a specific drug or drug metabolite.

*Consortium/Third-party administrator* (C/TPA) is a service agent that provides or coordinates the provision of a variety of drug and alcohol testing services for the company. C/TPAs typically perform administrative tasks concerning the operation of the company's drug and alcohol testing programs. This term includes, but is not limited to, groups of employers who join together to administer, as a single entity, the DOT drug and alcohol testing programs of its members. C/TPAs are not "employers." Controlled substances mean those substances

identified in 49 CFR, Section 40.85. In accordance with FMCSA rules, urinalyses will be conducted to detect the presence of the following substances:

- Marijuana
- Cocaine
- Opiates
- Amphetamines
- Phencyclidine (PCP)

Detection levels requiring a determination of a positive result shall be in accordance with the guidelines adopted by the FMCSA in accordance with the requirements established in 49 CFR, Section 40.87.

Initial test analyte	Initial test cutoff concentration	Confirmatory test analyte	Confirmatory test cutoff concentration
Marijuana metabolites	50 ng/mL	THCA <sup>1</sup>	15 ng/mL
Cocaine metabolites	150 ng/mL	Benzoyllecgonine	100 ng/mL
Opiate metabolites Codeine/Morphine <sup>2</sup>	200 ng/mL	Codeine Morphine	2000 ng/mL 2000 ng/mL
6-Acetylmorphine	10 ng/mL	6-Acetylmorphine	10 ng/mL
Phencyclidine	25 ng/mL	Phencyclidine	25 ng/mL
Amphetamines <sup>3</sup> AMP/MAMP <sup>4</sup>	500 ng/mL	Amphetamine Methamphetamine <sup>5</sup>	250 ng/mL 250 ng/mL
MDMA <sup>6</sup>	500 ng/mL	MDMA MDA <sup>7</sup> MDEA <sup>8</sup>	250 ng/mL 250 ng/mL 250 ng/mL

<sup>1</sup>Delta-9-tetrahydrocannabinol-9-carboxylic acid (THCA).

<sup>2</sup>Morphine is the target analyte for codeine/morphine testing.

<sup>3</sup>Either a single initial test kit or multiple initial test kits may be used provided the single test kit detects each target analyte independently at the specified cutoff.

<sup>4</sup>Methamphetamine is the target analyte for amphetamine/methamphetamine testing.

<sup>5</sup>To be reported positive for methamphetamine, a specimen must also contain amphetamine at a concentration equal to or greater than 100 ng/mL.

<sup>6</sup>Methylenedioxyamphetamine (MDMA).

<sup>7</sup>Methylenedioxyamphetamine (MDA).

<sup>8</sup>Methylenedioxyethylamphetamine (MDEA)

*Designated employer representative (DER)* is an individual identified by the employer as able to receive communications and test results from service agents and who is authorized to take immediate actions to remove drivers from safety-sensitive duties and to make required decisions in the testing and evaluation processes. The individual must be an employee of the company. Service agents cannot serve as DERs.

*Dilute specimen* means a urine specimen with creatinine and specific gravity values that are lower than expected for human urine.

*Direct observation* means the observer must request the employee to raise his or her shirt, blouse, or dress/skirt, as appropriate, above the waist; and lower clothing and underpants to show, by turning around, that he/she does

not have a prosthetic device. After observer has determined that the employee does not have such a device, he/she may permit the employee to return clothing to its proper position for observed urination.

*Disabling damage* means damage that precludes departure of a motor vehicle from the scene of the accident in its usual manner in daylight after simple repairs.

1. *Inclusions.* Damage to motor vehicles that could have been driven but would have been further damaged if so driven.
2. *Exclusions.*
3. Damage which can be remedied temporarily at the scene of the accident without special tools or parts.
4. Tire disablement without other damage even if no spare tire is available.
5. Headlight or taillight damage.
6. Damage to turn signals, horn, or windshield wipers which make them inoperative.

*Driver* means any person who operates a commercial motor vehicle. This includes, but is not limited to: full time, regularly employed drivers; casual, intermittent or occasional drivers; leased drivers and independent, owner-operator contractors who are either directly employed by or under lease to an employer or who operates a commercial motor vehicle at the direction of or with the consent of an employer.

*Drug* means any substance (other than alcohol) that is a controlled substance as defined in this policy and 49 CFR Part 40.

*Evidential breath testing device (EBT)* means a device approved by the National Highway Traffic Safety Administration (NHTSA) for the evidential testing of breath at the 0.02 and 0.04 alcohol concentrations, placed on NHTSA's Conforming Products List (CPL) for "Evidential Breath Measurement Devices" and identified on the CPL as conforming with the model specifications available from NHTSA's Traffic Safety Program.

*FMCSA* means Federal Motor Carrier Safety Administration, U.S. Department of Transportation.

*Initial drug test* (also known as a "screening drug test") means the test used to differentiate a negative specimen from one that requires further testing for drugs or drug metabolites.

*Initial specimen validity test* means the first test used to determine if a urine specimen is adulterated, diluted, substituted, or invalid.

*Invalid result* means the result reported by an HHS-certified laboratory in accordance with the criteria established by HHS Mandatory Guidelines when a positive, negative, adulterated, or substituted result cannot be established for a specific drug or specimen validity test.

*Laboratory means* any U.S. laboratory certified by HHS under the National Laboratory Certification Program as meeting the minimum standards of Subpart C of the HHS Mandatory Guidelines for Federal Workplace Drug Testing Programs; or, in the case of foreign laboratories, a laboratory approved for participation by DOT under Part 40.

*Licensed medical practitioner* means a person who is licensed, certified, and/or registered, in accordance with applicable federal, state, local, or foreign laws and regulations, to prescribe controlled substances and other drugs.

*Medical Review Officer (MRO)* is a person who is a licensed physician (Doctor of Medicine or Osteopathy) and who is responsible for receiving and reviewing laboratory results generated by the company's drug testing program and evaluating medical explanations for certain drug test results.

*Negative result* means the result reported by an HHS-certified laboratory to an MRO when a specimen contains no drug, or the concentration of the drug is less than the cutoff concentration for the drug or drug class and the specimen is a valid specimen.

*Non-negative specimen* means a urine specimen that is reported as adulterated, substituted, positive (for drug(s) or drug metabolite(s)), and/or invalid.

*Oxidizing adulterant* means a substance that acts alone or in combination with other substances to oxidize drugs or drug metabolites to prevent the detection of the drug or drug metabolites or affects the reagents in either the initial or confirmatory drug test.

*Performing (a safety-sensitive function)* means a driver is considered to be performing a safety-sensitive function during any period in which he or she is actually performing, ready to perform, or immediately available to perform any safety-sensitive functions.

*Positive result* means the result reported by an HHS-certified laboratory when a specimen contains a drug or drug metabolite equal to or greater than the cutoff concentrations.

*Prescription medications* means the use (by a driver) of legally prescribed medications issued by a licensed health care professional familiar with the driver's work-related responsibilities.

*Refuse to submit* (to an alcohol or controlled substances test) means that a driver:

1. Fails to appear for any test (except pre-employment) within a reasonable time, as determined by the company, consistent with applicable DOT regulations, after being directed to do so by the company. This includes the failure of a driver (including an owner-operator) to appear for a test when called by a C/TPA;
2. Fails to remain at the testing site until the testing is complete (except pre-employment if the driver leaves before the testing process begins);
3. Fails to provide a urine specimen for any DOT required drug test (except pre-employment if the driver leaves before the testing process begins);
4. In the case of a directly observed or monitored collection in a drug test, fails to permit the observation or monitoring of the driver's provision of the specimen;
5. Fails to provide a sufficient amount of urine when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure;
6. Fails or declines to take a second test the employer or collector has directed the driver to take;
7. Fails to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the DER (In the case of a pre-employment drug test, the employee is deemed to

have refused to test on this basis only if the pre-employment test is conducted following a contingent offer of employment);

8. Fails to cooperate with any part of the testing process (e.g., refuse to empty pockets when directed by the collector, behave in a confrontational way that disrupts the collection process, fail to wash hands after being directed to do so by the collector).
9. For an observed collection, fails to follow the observer's instructions to raise his/her clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if he/she has any type of prosthetic or other device that could be used to interfere with the collection process.
10. Possesses or wears a prosthetic or other device that could be used to interfere with the collection process.
11. Admits to the collector or MRO that he/she adulterated or substituted the specimen.
12. Is reported by the MRO as having a verified adulterated or substituted test result.

*Safety-sensitive function* means all time from the time a driver begins to work or is required to be in readiness to work until the time he/she is relieved from work and all responsibility for performing work. Safety-sensitive functions include:

- All time at an employer or shipper plant, terminal, facility, or other property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by the company;
- All time inspecting equipment as required by Secs. 392.7 and 392.8 or otherwise inspecting, servicing, or conditioning any commercial motor vehicle at any time;
- All time spent at the driving controls of a commercial motor vehicle in operation;
- All time, other than driving time, in or upon any commercial motor vehicle, except time spent resting in a sleeper berth (a berth conforming to the requirements of Sec. 393.76);
- All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded; and
- All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

*Screening test technician* (STT) is a person who instructs and assists employees in the alcohol testing process and operates an alcohol screening device (ASD).

*Split specimen collection* means a collection in which the urine collected is divided into two separate specimen bottles, the primary specimen (Bottle A) and the split specimen (Bottle B).

*Stand-down* means the practice of temporarily removing a driver from the performance of safety-sensitive functions based only on a report from a laboratory to the MRO of a confirmed positive drug test for a drug or drug metabolite, an adulterated test, or a substituted test, before the MRO has completed verification of the test results.

*Substance abuse professional* (SAP) is a person who evaluates employees who have violated a DOT drug and alcohol regulation and makes recommendations concerning education, treatment, follow-up testing, and aftercare.

ASAP must be:

- A licensed physician (Doctor of Medicine or Osteopathy);
- A licensed or certified social worker;

- A licensed or certified psychologist;
- A licensed or certified employee assistance professional; or
- A drug and alcohol counselor certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission (NAADAC) or by the International Certification Reciprocity Consortium/Alcohol and Other Drug Abuse (ICRC), or by the National Board for Certified Counselors, Inc. and Affiliates/Master Addictions Counselor (NBCC).

*Substituted specimen* means a urine specimen with creatinine and specific gravity values that are so diminished or so divergent that they are not consistent with normal human urine.

## Substance Abuse Professionals

### Shreveport

#### 1. Kim Bailey

Office Location:	820 Jordan Street, Suite 510-D Shreveport, LA 71104
Contact Information	Phone: (318) 286-8501 Fax (318) 606-2038 Email: <a href="mailto:kblpc777@gmail.com">kblpc777@gmail.com</a>
Credentials to Qualify as SAP	Addictions Counselor (NBCC/MAC)
Additional Qualifications, Credentials, Degrees, etc.	Licensed or Certified Marriage & Family Therapist
SAP Exam	March 10 <sup>th</sup> , 2007, NAADAC

#### 2. Andrew Comeaux

Office Location:	2520 Line Avenue Shreveport, LA 71104
Contact Information	Phone: (318) 560-3458 Fax: (318) 317-2898 Email: <a href="mailto:aaclcsw@gmail.com">aaclcsw@gmail.com</a>
Credentials to Qualify as Sap	Licensed Certified Social Worker
Additional Qualifications, Credentials, Degrees, etc.	Master of Divinity
SAP Exam	May 31 <sup>st</sup> , 2008, NAADAC

## Sexual & Other Forms of Harassment and Discrimination Policy

It is the policy of the Diesel Driving Academy to provide an educational and working environment for its students, administrators, and staff that are free from sex discrimination and sexual harassment. In accordance with federal and state law, the school prohibits discrimination on the basis of sex, including sexual harassment. Sex discrimination and sexual harassment will not be tolerated, and the individuals who engage in such conduct will be subject to disciplinary action. The school encourages students, administrators, staff and visitors to promptly report sex discrimination and sexual harassment.

**What is Sex Discrimination, including sexual harassment?** Sex discrimination is defined as conduct directed at a specific individual or a group of identifiable individuals that subjects the individual or group to treatment that adversely affects their employment or education based on sex.

**What is sexual harassment?** Sexual harassment is defined as any unwanted physical, verbal or visual sexual advances, request for sexual favors, and other sexually oriented conduct which is offensive or objectionable to the recipient, including, but not limited to: epithets, derogatory or suggestive comments, slurs or gestures and offensive posters, cartoons, pictures, or drawings.



**When is conduct unwelcome or harassing?** Unwelcome sexual advances (either verbal or physical), requests for favors and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

- a) Submission to such conduct is either an explicit or implicit term or condition of employment (e.g., promotion, training, timekeeping or overtime assignments)
- b) Submission to or rejection of the conduct is used as a basis for making employment decisions (hiring, promotion, termination)
- c) The conduct has the purpose or effect of interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

**What is *not* sexual harassment?** Sexual harassment does not refer to occasional compliments of a socially acceptable nature. It refers to behavior that is not welcome, that is personally offensive, that debilitates morale, and that, therefore, interferes with work effectiveness.

**Reporting.** A person who believes that he or she has been subjected to sex discrimination or sexual harassment should report the incident to any official, administrator, supervisor, or the Human Resources Manager. Students are encouraged to report such incidents to the Campus Director or the Office of the Vice President & General Counsel. Incidents should be reported as soon as possible after the time of the occurrence. No person is required to report sex discrimination or sexual harassment to the alleged offender. The complaint must be in writing, but you can accompany or follow-up your written complaint with a verbal complaint. If your supervisor or Campus Director is the source of the harassing conduct, report the behavior to the Human Resources Manager or to the President of Diesel Driving Academy.

*Your identity will be protected to the extent practicable, and you will not be retaliated against for making a complaint.*

**Complaint.** A complaint alleging sex discrimination or sexual harassment must be submitted in writing to the Campus Director or the Human Resources Manager within 7 days. The complaint must contain the following information:

- a) Name of complainant(s);
- b) Contact information, including address, telephone, e-mail;
- c) Name of person(s) directly responsible for alleged violation(s);
- d) Date(s) and place(s) of alleged violation(s);
- e) Nature of alleged violation(s) as defined in this policy;
- f) Detailed description of the specific conduct that is the basis of alleged violation(s);
- g) Copies of documents pertaining to the alleged violation(s);
- h) Names of any witnesses to alleged violation(s);
- i) Action requested to resolve the situation;
- j) Complainant's signature and date of filing; and
- k) Any other relevant information.

The following communications do not constitute a complaint and will not be investigated or resolved pursuant to the complaint resolution process:

- a) Anonymous communications;
- b) Inquiries that seek advice in information only.

**Other Forms of Harassment.** Harassment based upon any other factor that would be considered discrimination, such as race, religion and national origin, is also prohibited. Employees and students are expected to follow the reporting process for that form of harassment, just as in the case of sexual harassment. Furthermore, threatening, taunting, belittling or demeaning behavior is also prohibited, regardless of whether it is based on sex or any other protected class. Any employee or student who believes that he or she has been subjected to such behavior should report it according to this process. Furthermore, even if you have not been subjected to such behavior, report it if you are aware that such behavior may have occurred.

**Complaint Evaluation.** A formal investigation will be initiated if a complaint is complete, timely, and within the scope of this policy and articulates sufficient specific facts, which, if determined to be true, would support a finding that this policy was violated. The academy may not

proceed with a complaint investigation under a variety of circumstances, for instance:

- a) A person fails to provide a written, signed complaint;
- b) A complaint fails to describe in sufficient detail the conduct that is the basis of the complaint;
- c) The conduct described in the complaint is not covered by this policy;
- d) A complaint is not timely;
- e) The complainant declines to cooperate in the Academy's investigation;
- f) The complaint has been withdrawn; or
- g) An appropriate resolution or remedy has already been achieved, or has been offered and rejected.

**What happens after a complaint is made?** Within 7 days after a written complaint is made, a supervisor, Campus Director, Vice President of Operations, or Title IX Coordinator, will investigate the complaint. The person will speak with possible witnesses and will speak with the person named in your complaint. *Your anonymity will be protected to the extent possible.*

Depending on the complexity of the investigation, you should be contacted within 7 days about the status of your complaint and whether action is being taken.

**Title IX Coordinator, ADA/Section 504 Coordinator**

**Andrea Johnson – Human Resources Manager**

**3010 Knight Street, Suite 350**

**Shreveport, LA 71105**

**800-551-8900**

## **Family Educational Rights & Privacy Act of 1974 (FERPA)**

Student education records are official and confidential documents protected by one of the nation's strongest privacy protection laws, the Family Educational Rights and Privacy Act (FERPA). Educational records, as defined by FERPA, include all records that the school maintains about students. FERPA affords students certain rights with respect to their educational records. These rights include:

1. The right to inspect and review their records. Students should contact the Office of Vice President and General Counsel (800-551-8900) to determine the location of appropriate records and the procedure for reviewing such records.
2. The right to request that records believed to be inaccurate or misleading be amended. The request should be submitted in writing to the Diesel Driving Academy registrar. If the request for change is denied, the student has a right to a hearing on the issue.
3. The right to consent to disclosures of personally identifiable information contained in the student's education records. Generally, the School must have written permission from the student before releasing any information from the student's record. FERPA does, however, authorize disclosure without consent in certain situations. For example, disclosure without consent can be made to school officials with a legitimate educational interest in the record.

A school official is a person employed by Diesel Driving Academy in an administrative, supervisory, academic, or support staff position; a person or company with whom Diesel Driving Academy has contracted (such as an auditor, attorney or collection agent); a student serving on an official committee (such as grievance or disciplinary committee) or assisting another school official in performing his/her tasks. A school official has a legitimate educational interest if he/she must review the educational record in order to fulfill his/her official responsibilities.

Upon request, Diesel Driving Academy will disclose education records without consent to officials of another school in which the student seeks or intends to enroll.

Diesel Driving Academy may also disclose "directory" information without the student's prior consent. Directory information has been defined as:

- Student Name
- Address
- Telephone number
- Program of Study
- Participation in officially recognized activities
- Dates of attendance
- Most recent previous education institution or agency attended
- Current enrollment status
- Students have the right to prevent directory information from being released. In order to maintain directory information as confidential, a student must sign a Form obtained by the Vice President of Operations by the end of the first week of school.

## Copyright Infringement

Federal law requires that all colleges and universities provide their students with the following important information regarding United States Copyright law and the consequences of violating this law. Violations of US Copyright law are serious and carry stiff penalties.

### Know the Facts

- I. Unauthorized distribution of copyrighted material, including unauthorized peer-to-peer file sharing, may subject you to civil and criminal liabilities.
- II. Copyright infringement is the act of exercising, without permission or legal authority, one or more of the exclusive rights granted to the copyright owner under section 106 of the Copyright Act (Title 17 of the United States Code). These rights include the right to reproduce or distribute a copyrighted work. In the file-sharing context, downloading or uploading substantial parts of a copyrighted work without authority constitutes an infringement.
- III. Penalties for copyright infringement include civil and criminal penalties. In general, anyone found liable for civil copyright infringement may be ordered to pay either actual damages or "statutory" damages affixed at not less than \$750 and not more than \$30,000 per work infringed. For "willful" infringement, a court may award up to \$150,000 per work infringed. A court can, in its discretion, also assess costs and attorneys' fees. For details, see Title 17, United States Code, Sections 504, 505. Willful copyright infringement can also result in criminal penalties, including imprisonment of up to five years and fines of up to \$250,000 per offense.

*For more information, please see the Web site of the U.S. Copyright Office at [www.copyright.gov](http://www.copyright.gov), especially their FAQ's at [www.copyright.gov/help/faq](http://www.copyright.gov/help/faq).*

### DDA Policy Regarding Copyright Violations

Diesel Driving Academy ("DDA") has a zero-tolerance policy for students found to have violated US Copyright law using DDA's information technology systems, including but not limited to, all DDA computers and networks. Any student that is suspected of such a violation will be immediately subjected to an internal investigation. If the investigation shows that the student did violate US Copyright law, the student will be subject to discipline up to and including dismissal from DDA.

DDA will fully cooperate and work with any law enforcement agency investigating a potential violation of US Copyright law through the use of DDA information systems.

### Legal Alternatives

As technology has improved, a large number of sites have been created to provide individuals with legal access to copyrighted content such as movies, television shows and music. Many of these sites provide this content free of charge. For a list of alternative legal sources of copyrighted content please visit, <http://www.educause.edu/legalcontent>.

## **Grading and Completion Policy**

The student must attain an overall average of 75% on the tests administered by the school. If the score is less than 75% the lessons will be reviewed with the student with suggestions for correct study methods and interpretations of terms. Progress records, reports and comments are kept in each student's academic file at the local campus where the student is registered as well as the System Office and main campus in digital format.

After a student graduates, the transcript of courses and grades earned becomes a part of the student's permanent record. Each student is given a copy of his or her transcript at graduation. Request for an additional transcript will be processed upon receipt of \$20.00 and written permission of the graduate.

The student must attain an overall average of 80% on the driving portion of the training in order to receive a school certificate.

Applicants must pass a Class A CDL permit, DOT physical, pre-trip test, basic skills test and road test to complete national and/or state requirements for CDL eligibility for licensure or entry into an occupation or profession for which education and training are offered.

## **Job Placement Assistance Policy**

Diesel Driving Academy offers its graduates an excellent job placement assistance program to help them obtain employment. Diesel Driving Academy and its representatives cannot and will not imply a guarantee of employment to any of its graduates. However, Diesel Driving Academy has contact with major trucking companies throughout the country that continuously employ its graduates. The wage levels within these companies are very competitive and are among the highest in the industry.

## **Certificate of Completion**

Students must meet their financial obligation to the school. This will be ensured in an exit interview which will be conducted by the Financial Assistance Office. Upon successful completion of the tractor-trailer driver training program, consisting of two phases: (1) classroom and (2) range/driving, and passing the CDL Skills test during course 303 (Advanced), or 030 (Basic) or 006 (CDL Prep) the graduate will be issued a Certificate of Completion.

### ***Policies Pertaining to Campus Safety and Security Survey Reporting***

#### **Reporting Criminal Activities/Emergencies – Campus Safety Authority-CSA**

Since Diesel Driving Academy considers the safety of all students, staff and visitors of utmost importance, it is our policy that faculty, staff, students and visitors should immediately report all occurrences of criminal activity and/or other emergency situations occurring on Campus or on public property within, or immediately adjacent to and accessible from the Campus to the Campus Director who serves as Campus Security Authority (CSA). The procedures in the Emergency Response Plan will be followed and a written report shall be made and retained by the Campus Director with a copy sent to the System Office. Any violation of the law on campus will be referred to the proper law enforcement agency for investigation.

**DIESEL DRIVING ACADEMY**  
 3523 Greenwood Road  
 Shreveport, Louisiana 71109  
**CAMPUS SAFETY & SECURITY REPORT**  
 Year Ending December 31, 2022

	All On-Campus Property			Public Property (See Definition)			Grand Total		
	2020	2021	2022	2020	2021	2022	2020	2021	2022
<b>Criminal Offense</b>									
Murder/Non-Negligent Manslaughter	0	0	0	0	0	0	0	0	0
Negligent Manslaughter	0	0	0	0	0	0	0	0	0
Sex Offenses, Forcible	0	0	0	0	0	0	0	0	0
Sex Offenses, Non-Forcible (Include only incest & statutory rape)	0	0	0	0	0	0	0	0	0
Domestic Violence	0	0	0	0	0	0	0	0	0
Dating Violence	0	0	0	0	0	0	0	0	0
Sexual Assault	0	0	0	0	0	0	0	0	0
Stalking	0	0	0	0	0	0	0	0	0
Robbery	0	0	0	0	0	0	0	0	0
Aggravated Assault	0	0	0	0	0	0	0	0	0
Burglary	0	0	0	0	0	0	0	0	0
Motor Vehicle Theft	0	0	0	0	0	0	0	0	0
Arson	0	0	0	0	0	0	0	0	0
<b>Hate Crimes</b>									
Criminal Homicide	0	0	0	0	0	0	0	0	0
Aggravated Assault	0	0	0	0	0	0	0	0	0
Sex Offenses-Forcible	0	0	0	0	0	0	0	0	0
Sex Offenses-Non-forcible (Include only incest and statutory rape)	0	0	0	0	0	0	0	0	0
Simple Assault	0	0	0	0	0	0	0	0	0
Robbery	0	0	0	0	0	0	0	0	0
Burglary	0	0	0	0	0	0	0	0	0
Larceny-Theft	0	0	0	0	0	0	0	0	0
Motor Vehicle Theft	0	0	0	0	0	0	0	0	0
Arson	0	0	0	0	0	0	0	0	0
Intimidation	0	0	0	0	0	0	0	0	0
Property Destruction/Damage/Vandalism	0	0	0	0	0	0	0	0	0
<b>Arrests</b>									
Weapons: Carrying, Possession, etc.	0	0	0	0	0	0	0	0	0
Drug Abuse Violations	0	0	0	2	0	0	2	0	0
Liquor Law Violations	0	0	0	0	0	0	0	0	0
<b>Disciplinary Action</b>									
Weapons: Carrying, Possession, etc.	0	0	0	0	0	0	0	0	0
Drug Abuse Violations	0	0	0	0	0	0	0	0	0
Liquor Law Violations	0	0	0	0	0	0	0	0	0

**Public Property Definition:**

*All public property, including thoroughfares, streets, sidewalks, and parking facilities, that is within the campus, or immediately adjacent to and accessible from the campus.*

*A copy of the institution's Campus Safety and Security Policy may be obtained by contacting the Campus Director.*

**Information Applicable  
to Diesel Driving  
Academy – VA Students**

## **Attendance Policy**

Students who miss more than 10% of any term will have their VA benefits terminated:

### Advanced Tractor-Trailer Driver Training – 19.5 Semester Credits

Students who miss more than 30 hours in any term will have their VA education benefits terminated. Students may be certified again if they re-enroll in future scheduled training.

### Basic Tractor-Trailer Driver Training – 7.0 Semester Credits

Students who miss more than 16 hours of class will have their VA education benefits terminated. Students may be certified again if they re-enroll in future scheduled training.

Attendance is mandatory. If a student stops attending class Diesel Driving Academy must report this information to the Veterans Administration along with the student's last day of attendance. Diesel Driving Academy is required to report to the Veterans Administration if a student fails to complete the course within the allotted time due to absences. The student may be responsible for repayment of VA education benefits if he or she withdraws from the course. Repayment includes monthly housing allowances and/or tuition monies. The student is strongly encouraged to contact the DDA School Certifying Official, the VA (888-442-4551) or the VA website <https://benefits.va.gov/gibill/> for more information.

## **Tuition**

If a student's VA benefits do not cover the full tuition, the student is responsible for the remaining balance. DDA's registration fee is not included in the tuition to be billed to the VA for payment (unless the student is using Chapter 31 Vocational Rehab).

## **Standards of Progress**

Students must maintain an average of 75% on classroom exams and 80% on the practice exam for the CDL permit. Students also must maintain an average of 80% on the practical training (driving) portion of the training. If the student does not maintain a 75% on classroom exams and 80% on the practice exam for the CDL permit, the student will be given one week to achieve 75% and 80%. At the end of that week the student will be tested again. If he or she is not able to earn 75% on the classroom exam and 80% on the practice exam for the CDL permit, benefits will be terminated.

Information contained in this catalog is expected to remain effective during the forthcoming licensing year. Diesel Driving Academy recognizes that circumstances may arise that require modifications to the information contained in this catalog. Diesel Driving Academy reserves the right to modify information contained in this catalog. Diesel Driving Academy certifies that the Board will receive advance notice in the event of changes in the content of this catalog. Students shall be notified of any changes to the information contained in this catalog via a “Notice of Policy Change Bulletin” provided to each student.

## **DIESEL DRIVING ACADEMY**

**Mailing Address**  
**Diesel Driving Academy**  
**3010 Knight Street, Suite 350**  
**Shreveport, LA 71105-2541**  
**Phone (318) 636-6300**

**Visit Our Website**

**[www.dda.edu](http://www.dda.edu)**

*The information contained in this catalog is true and correct to the best of my knowledge.*

  
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