SCHOOL CATALOG

2026, 4th Edition

SHREVEPORT, LOUISIANA
MAIN CAMPUS

1-800-551-8900

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Volume XXXXV, 5th Edition November 02, 2026

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Diesel Driving Academy, Inc.

Volume XXXXV, 11/02/2026

Policy Governing the Use of This Catalog

The effective date of this catalog is 11/02/2026. All catalogs printed prior to this date are no longer in effect. However, students may rely upon the curriculum requirements in the catalog they receive when they enroll in the School. Students may also have the option of using any new curriculum requirements that may be contained in a future edition of the catalog produced while they are in school. This applies only to curriculum requirements. For all other information and policies, the student must rely on the most recently published catalog. Due to changes that occur as a result of rules or regulations issued by our accreditor or federal and state agencies, and the need from time to time to discontinue or add certain classes, the School reserves the right to require students to meet new curriculum requirements stated in a version of the Catalog issued after the students' date of enrollment. Additionally, the School reserves the right to make changes to the catalog at any time. Students will be notified by an e-mail message and by a notice on the student bulletin boards when any changes take place. The requiring agencies and our accrediting body will be notified when a change in the Catalog occurs.

3523 Greenwood Rd.
Shreveport, LA
71109

Diesel Driving Academy is accredited by the Commission of the Council on Occupational Education (COE)
www.dda.edu

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Member:

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

Licensed, Approved or Regulated By:

Diesel Driving Academy is licensed by the LA Board of Regents and adheres to the rules and regulations of the
LA Proprietary Schools Advisory Commission
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
Kalil Busada..... Vice President of Facilities
Michael Krieg..... Vice President of Operations
Austin Gregg..... Vice President of Admissions
Josh Woodard……..Regional Director
Stephanie Collier..... Director of Financial Aid
Avery Vascoe……..Compliance Manager
Monica Wells..... Human Resources Manager
Emily Cook ..... Controller

Campus Administrative Staff

Shreveport Campus

Chris Currie …….... Campus Director
Angela Anchondo ..... 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 maximum class size for all programs offered at Diesel Driving Academy is 40 students. The truck domicile is located adjacent to the training center. Diesel Driving Academy does not provide 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
Matthias Carter	High School Graduate – Green Oaks High School (LA)	13
Tremayne R. Davison	High School Graduate – Grambling High School (LA)	18
Skyler L. Lee	High School Graduate – Spring Hill High School (LA)	12
Richard J. McDowell	High School Graduate – South Park High School (NY)	10
Moreda K. Miller	High School Graduate – Northwood High School (LA)	11
Kenneth Montgomery	High School Graduate – Wilmot High School (AR) Authorized 3rd Party Examiner	34
Shirley R. Phillips	High School Graduate – C.E. Byrd High School (LA)	29
Welton R. Reynolds	High School Graduate – Sabine High School (TX) Authorized 3rd Party Examiner	15

Part-Time

Name	Training/Educational Credentials	Years in Field
Glyn L. Long	High School Graduate – Logansport Rosenwald High School (LA)	22
Grant G. Russell	High School Graduate – Booker T. Washington (LA)	58
Marvin Porter	High School Graduate – Fair Park High School (LA) Some College – Louisiana Tech University (LA), Authorized 3rd Party Examiner	19

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 and during the evening for a period of eight (8) 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

8-Week Basic Tractor-Trailer Driver Training Program
Day Program – 8 weeks/160 Clock Hours
Evening Program – 8 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

8-Week Basic Tractor Trailer Driver Training:

Day Program	12:30 p.m. - 4:30 p.m. Monday through Friday
Evening Program	5:30 p.m. - 9:30 p.m. Monday through Friday 4 hours per day/20 hours per week

CDL Prep Program:

8:00 a.m. – 5:30 p.m. on week 1
7:30 a.m. – 5:30 p.m. on Monday of week 2
8:00 a.m. – 5:30 p.m. on Tuesday-Friday of week 2
8:00 a.m. – 5:30 p.m. on Monday – Thursday of week 3
7:30 a.m. – 5:30 p.m. on Friday of week 3
(30-minute lunch)
46 hours week 1 / 45 hours weeks 2 and 3

Students are provided with a 15-minute break prior to lunch and a 15-minute break after lunch for the Advanced Day, Basic, and CDL Prep programs. Students are provided with one 15-minute break in the 8-Week Basic Day and Evening programs. Students are provided with one 15-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. The program also teaches students the process and benefits of becoming an owner/operator after gaining over-the-road experience. 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	310	315	10
206	Safe Operation Practices	5	40	45	1
302	Advanced Operation Practices	5	40	45	1
303	CDL Testing	5	25	30	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. This course also teaches students about owner/operator opportunities after gaining over-the-road experience. (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 15) 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 310)10 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 40) 1 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 40) 1 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 25) 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).

Fee Schedule

Advanced Tractor-Trailer Driver Training

Tuition	Cost to Student
Advanced Tractor-Trailer Driver Training	$11,550.00
Program Materials	Cost to Student
JJ Keller Tractor Trailer Manual	$24.60
FMCSA Pocketbook	$2.99
JJ Keller Logbooks	$19.66
CDL Manual	$3.90
Physical	$90.00
Screen	$66.00
MVR	$7.90
Shipping	$34.96
Registration Fee	$100.00
TOTAL	$11,900.00

PLEASE NOTE students pay an up-front cost for their CDL. This can cost up to $61.50 which Diesel Driving Academy will reimburse on request and with the production of a receipt.

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 listing 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. These required program materials include a JJ Keller Tractor Trailer Manual, FMCSA Pocketbook, JJ Keller Logbooks, CDL Manual, Physical, Screen, MVR and Shipping.

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. 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.

Credit Hours Attempted	Qualitative Measure	Quantitative Measure Min. Hours Passed
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 Aid Officer. The Financial Aid 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. If a student believes they have special or unusual circumstances they may make an appeal to the Financial Aid Office. All appeals will be reviewed by the Director of Financial Aid on a case-by-case basis.

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 Student Aid Index Number (SAI number). This SAI number is used 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 SAI 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.

2026-2027 Calendar

Advanced Day			
Start	**Conditional End**	**Midpoint**	**Graduation**
1/5/26	1/19/26	3/16/26	5/21/26
2/2/26	2/16/26	4/13/26	6/18/26
3/2/26	3/16/26	5/11/26	7/16/26
4/6/26	4/20/26	6/15/26	8/20/26
5/4/26	5/18/26	7/13/26	9/17/26
6/1/26	6/15/26	8/10/26	10/15/26
7/6/26	7/20/26	9/14/26	11/19/26
8/3/26	8/17/26	10/12/26	12/17/26
9/7/26	9/21/26	11/16/26	1/21/27
10/5/26	10/19/26	12/14/26	2/18/27
11/2/26	11/16/26	1/11/27	3/18/27
12/7/26	12/21/26	2/15/27	4/22/27

Advanced Evening			
Start	**Conditional End**	**Midpoint**	**Graduation**
1/19/26	2/2/26	5/4/26	8/14/26
2/16/26	3/2/26	6/1/26	9/11/26
3/16/26	3/30/26	6/29/26	10/09/26
4/20/26	5/4/26	8/3/26	11/13/26
5/18/26	6/1/26	8/31/26	12/11/26
6/15/26	6/29/26	9/28/26	1/8/27
7/20/26	8/3/26	11/2/26	2/12/27
8/17/26	8/31/26	11/30/26	3/12/27
9/21/26	10/5/26	1/4/27	4/16/27
10/19/26	11/2/26	2/1/27	5/14/27
11/16/26	11/30/26	3/1/27	6/11/27
12/21/26	1/4/27	4/5/27	7/16/27

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 eight (8) weeks during the day and eight (8) weeks in the evening. 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
- Over the Road Driver (OTR Driver)
- Line Haul Driver
- Delivery Driver
- City Driver
- Feeder Driver

Course Number	Course Name	Lecture	Lab	Total	Semester Credit Hours
800	Theory	49	3	52	3
810	Behind-the-wheel Range	7.75	60.25	68	2.5
820	Behind-the-wheel Public Road	5.5	34.5	40	1.5
	Total	62.25	97.75	160	7

Course Description and Time Document

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

800 Theory (Lecture 49/Lab 3) 3 Semester Credit Hours

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. The students also will learn basic concepts and requirements of the Federal Motor Carrier Safety Regulations – Part 395, "Hours of Service Regulations," and the driver's daily logbook recap. Students 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. Students also learn topics in general knowledge, combination vehicles, air brakes and hazardous materials and load securement for CDL permit testing at Department of Motor Vehicles. (Prerequisite: Admission to Program)

810 Behind-the-wheel Range (Lecture 7.75/Lab 60.25) 2.5 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 maneuvers and turning the vehicle. Students also will learn the components and criteria necessary for the pre-trip inspection. (Prerequisite: None)

820 Behind-the-wheel Public Road (Lecture 5.5/Lab 34.5) 1.5 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, and turning the vehicle. Students also will learn space management, the concept of maintaining an appropriate cushion of space, and managing the space needed to execute a safe turn, lane changes, traffic checks, and night driving. Students will learn how to properly and proficiently perform post-trip inspection and the importance of maintaining the cleanliness of the interior of the tractor. (Prerequisite: None)

Tuition Policy

Tuition for the BASIC TRACTOR-TRAILER DRIVER TRAINING PROGRAM is $7,200.00 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 Commercial Driver's License (CDL).

Fee Schedule

Basic Tractor-Trailer Driver Training

Tuition	Cost to Student
Basic Tractor-Trailer Driver Training	$7,100.00
Program Materials	Cost to Student
Registration Fee	$100.00
TOTAL	$7,200.00

PLEASE NOTE students pay an up-front cost for their CDL. This can cost up to $61.50 which Diesel Driving Academy will reimburse on request and with the production of a receipt.

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 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 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. 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.

2026-2027 Calendar

Basic Tractor-Trailer Driver Training Program

Start	Conditional End	Graduation
11/9/26	11/16/26	12/4/26
11/30/26	12/7/26	12/25/26
12/14/26	12/21/26	1/8/27
12/28/26	1/4/27	1/22/27
1/11/27	1/18/27	2/5/27
1/25/27	2/1/27	2/19/27
2/8/27	2/15/27	3/5/27
2/22/27	3/1/27	3/19/27
3/8/27	3/15/27	4/2/27
3/29/27	4/5/27	4/23/27
4/12/27	4/19/27	5/7/27
4/26/27	5/3/27	5/21/27
5/10/27	5/17/27	6/4/27
5/31/27	6/7/27	6/25/27
6/14/27	6/21/27	7/9/27
6/28/27	7/5/27	7/23/27
7/12/27	7/19/27	8/6/27
7/26/27	8/2/27	8/20/27
8/9/27	8/16/27	9/3/27
8/30/27	9/6/27	9/24/27
9/13/27	9/20/27	10/8/27
9/27/27	10/4/27	10/22/27
10/11/27	10/18/27	11/5/27
10/25/27	11/1/27	11/19/27
11/8/27	11/15/27	12/3/27
11/29/27	12/6/27	12/17/27
12/13/27	12/20/27	1/7/28
12/27/27	1/3/28	1/21/28

8-WEEK BASIC TRACTOR-TRAILER DRIVER TRAINING PROGRAM

7.0 Semester Credit Hours

Day and Evening

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 eight (8) weeks during the day and eight (8) weeks in the evening. 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
- Over the Road Driver (OTR Driver)
- Line Haul Driver
- Delivery Driver
- City Driver
- Feeder Driver

Course Number	Course Name	Lecture	Lab	Total	Semester Credit Hours
800	Theory	49	3	52	3
810	Behind-the-wheel Range	7.75	60.25	68	2.5
820	Behind-the-wheel Public Road	5.5	34.5	40	1.5
	Total	62.25	97.75	160	7

Course Description and Time Document

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

800 Theory (Lecture 49/Lab 3) 3 Semester Credit Hours

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. The students also will learn basic concepts and requirements of the Federal Motor Carrier Safety Regulations – Part 395, "Hours of Service Regulations," and the driver's daily logbook recap. Students 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. Students also learn topics in general knowledge, combination vehicles, air brakes and hazardous materials and load securement for CDL permit testing at Department of Motor Vehicles. (Prerequisite: Admission to Program)

810 Behind-the-wheel Range (Lecture 7.75/Lab 60.25) 2.5 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 maneuvers and turning the vehicle. Students also will learn the components and criteria necessary for the pre-trip inspection. (Prerequisite: None)

820 Behind-the-wheel Public Road (Lecture 5.5/Lab 34.5) 1.5 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, and turning the vehicle. Students also will learn space management, the concept of maintaining an appropriate cushion of space, and managing the space needed to execute a safe turn, lane changes, traffic checks, and night driving. Students will learn how to properly and proficiently perform post-trip inspection and the importance of maintaining the cleanliness of the interior of the tractor. (Prerequisite: None)

2026-2027 Calendar
8-Week Basic Tractor-Trailer Driver Training Program
***Day and Night start on same day**

Start	Conditional End	Graduation
11/2/26	11/9/26	12/25/26
11/16/26	11/23/26	1/8/27
11/23/26	11/30/26	1/15/27
12/7/26	12/14/26	1/29/27
12/21/26	12/28/26	2/12/27
1/4/27	1/11/27	2/26/27
1/18/27	1/25/27	3/12/27
2/1/27	2/8/27	3/26/27
2/15/27	2/22/27	4/9/27
3/1/27	3/8/27	4/23/27
3/15/27	3/22/27	5/7/27
3/22/27	3/29/27	5/14/27
4/5/27	4/12/27	5/28/27
4/19/27	4/26/27	6/11/27
5/3/27	5/10/27	6/25/27
5/17/27	5/24/27	7/9/27
5/24/27	5/31/27	7/16/27
6/7/27	6/14/27	7/30/27
6/21/27	6/28/27	8/13/27
7/5/27	7/12/27	8/27/27
7/19/27	7/26/27	9/10/27
8/2/27	8/9/27	9/24/27
8/16/27	8/23/27	10/8/27
8/23/27	8/30/27	10/15/27
9/6/27	9/13/27	10/29/27
9/20/27	9/27/27	11/12/27
10/4/27	10/11/27	11/26/27
10/18/27	10/25/27	12/10/27
11/1/27	11/8/27	12/24/27

11/15/27	11/22/27	1/7/28
11/22/27	11/29/27	1/14/28
12/6/27	12/13/27	1/28/28
12/20/27	12/27/27	2/11/28

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
	Total	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 Commercial Driver's License (CDL).

Fee Schedule

CDL Prep Tractor-Trailer Driver Training

Tuition	Cost to Student
CDL Prep Tractor-Trailer Driver Training	$4,800.00
Program Materials	Cost to Student
Registration Fee	$100.00
TOTAL	$4,900.00

PLEASE NOTE students pay an up-front cost for their CDL. This can cost up to $61.50 which Diesel Driving Academy will reimburse on request and with the production of a receipt.

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 (for Advanced Program); (ii) have the recognized equivalent of a high school diploma (for Advanced Program); 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 accredited 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, Proprietary Schools Section, PO Box 3677, Baton Rouge, LA 70821, Phone (225) 342-4253. 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
Martin Luther King, Jr. Birthday
Memorial Day
Juneteenth
July Fourth
Labor Day
Thanksgiving Day
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 Regional Director and the Regional Director, 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.

Should a student miss three (3) consecutive days without contact, they may be dismissed from the program.

Students will be provided make-up time for classes missed due to unscheduled school closings (weather and power outages) and holidays. Holiday make-up time and unscheduled closure make-up time will be determined

by the Campus Director. 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: Taylor Sutton
- Administrator's Title: Support Services Administrator
- Address: 6819 Washington Ave. Ocean Springs, MS 39540
- Phone: 228-229-0552
- Email: taylor@trucksafety.com

Designated School Representative (DER)

Shreveport Main Campus – Chris Currie: (318) 636-0606
Email: Chris.Currie@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[1]	15 ng/mL
Cocaine metabolites	150 ng/mL	Benzoylecgonine	100 ng/mL
Opiate metabolites Codeine/Morphine[2]	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[3] AMP/MAMP[4]	500 ng/mL	Amphetamine Methamphetamine[5]	250 ng/mL 250 ng/mL
MDMA[6]	500 ng/mL	MDMA MDA[7] MDEA[8]	250 ng/mL 250 ng/mL 250 ng/mL

[1]Delta-9-tetrahydrocannabinol-9-carboxylic acid (THCA).
[2]Morphine is the target analyte for codeine/morphine testing.
[3]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.
[4]Methamphetamine is the target analyte for amphetamine/methamphetamine testing.
[5]To be reported positive for methamphetamine, a specimen must also contain amphetamine at a concentration equal to or greater than 100 ng/mL.
[6]Methylenedioxymethamphetamine (MDMA).
[7]Methylenedioxyamphetamine (MDA).
[8]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 adulteran*t 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: kblpc777@gmail.com
Credentials to Qualify as SAP	Addictions Counselor (NBCC/MAC)
Additional Qualifications, Credentials, Degrees, etc.	Licensed or Certified Marriage & Family Therapist
SAP Exam	March 10th, 2007, NAADAC

2. Andrew Comeaux

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

TITLE IX SEXUAL HARASSMENT POLICY

Title IX of the Education Amendments of 1972 is a Federal civil rights law that prohibits discrimination on the basis of sex in educational programs and activities that receive Federal funds. It states:

> *"No person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance."* 20 U.S.C. §1681 et seq.

Title IX regulations require education programs to have a policy applicable to its community, including students, faculty, and staff, to ensure individuals have the right to be free from sexual harassment (including sexual assault, dating violence, domestic violence, and stalking), sexual exploitation, and retaliation (collectively, "Prohibited Conduct"). Prohibited Conduct will not be tolerated and will be grounds for disciplinary action up to and including suspension and/or termination from the student's program of study. Diesel Driving Academy ("DDA") will do all that is reasonably possible to offer safety, privacy, sensitivity, and support to persons reporting sexual harassment, as well as require training and educational programming to decrease the risk of sexual assault, dating violence, domestic violence and stalking on campus. DDA urges all individuals to learn about the steps that can be taken to prevent all forms of sexual harassment.

A. SCOPE AND APPLICABILITY

Sexual harassment, including sexual assault, dating violence, domestic violence and stalking infringe on the rights of others, violate the standards of acceptable behavior at DDA and may be illegal under the laws of the State of Louisiana. DDA expects all students of the DDA community and its guests to conduct themselves in a responsible manner, showing respect for others and for the community.

DDA does not discriminate on the basis of sex in any educational program or activity (including admission and employment). Students, staff, faculty, or other third parties who have concerns about those issues are urged to report those concerns to the Title IX Coordinator. Such persons should not wait to report conduct of concern until the discrimination or harassment escalates or becomes sufficiently serious (i.e., severe, pervasive and persistent) to create a hostile environment.

B. JURISDICTION

Title IX applies to persons in the United States with respect to education programs or activities that receive Federal financial assistance. Under these regulations, schools must respond when sexual harassment occurs in the school's education program or activity, against a person in the United States. Education program or activity includes locations, events, or circumstances over which the school exercises substantial control over both the individual parties and the context in which the sexual harassment occurred, and also includes any building owned or controlled by a student organization that is officially recognized by DDA. Title IX applies to all of DDA's education programs or activities in the United States, whether such programs or activities occur on-campus or off-campus.

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I. The Title IX Coordinator

DDA has appointed Monica Wells to serve as the Title IX Coordinator, contact information for the Title IX Coordinator is:

Monica Wells
3010 Knight St. Suite 340
Shreveport, LA 71105
TitleIX@dda.edu
(318) 677-8900

The Title IX Coordinator oversees DDA's compliance with Title IX. DDA's Title IX Coordinator can be used by any student as a resource for understanding and navigating the complaint process. This includes explaining policies and procedures, providing contact information for internal and external support resources, answering procedural questions from the Investigation Team, etc. However, reports or complaints to the Title IX Coordinator may not necessarily remain confidential, if the matter is one upon which the Title IX Coordinator is required by law to act.

The Title IX Coordinator is not an advocate for either the Complainant or the Respondent. The Title IX Coordinator will respond promptly in a manner that is not deliberately indifferent.

Duties of the Title IX Coordinator include:

- Offer and coordinate supportive measures
- Determine if conduct meets the definition and jurisdiction of the Title IX Sexual Harassment Policy.
- Provide the following written notices to the parties who are known:
  (A) Notice of DDA's grievance process including any informal resolution process.
  (B) Notice of the allegations of sexual harassment potentially constituting sexual harassment, including sufficient details known at the time and with sufficient time to prepare a response before any initial interview.
  (C) Inform the parties that they may have an advisor of their choice, who may be, but is not required to be, an attorney, and may inspect and review evidence. If either party does not have an advisor, DDA will provide one free of charge.
- Provide a copy of this policy to both the Complainant and Respondent.

- Provide to both Complainant and Respondent information about options for obtaining medical and counseling services, information about making a criminal report, information about receiving advocacy services, and information about other helpful resources.
- Offer to coordinate with other DDA officials, when appropriate, to implement interim remedial measures such as no-contact orders or academic accommodations.
- Sign a formal complaint in circumstances in which the Title IX Coordinator may determine DDA must continue with an investigation without the Complainant's participation, due to DDA's commitment to providing a safe and non-discriminatory learning and working environment free from discrimination or harassment**.**
- Answer procedural questions raised by members of the Title IX Team.
- Explain to parties and witnesses that retaliation for reporting alleged violations of the policy, or participating in an investigation of an alleged violation, is strictly prohibited and that any retaliation should be immediately reported and will be promptly addressed.
- Coordinate informal resolution procedures any time following a formal complaint before responsibility has been determined.

II. Definitions

The following definitions clarify key terminology as used in this Policy.

Actual Knowledge means notice of sexual harassment or allegations of sexual harassment to the Title IX Coordinator or any official of DDA who has authority to institute corrective measures on behalf of DDA.

Complainant refers to the individual(s) who is alleged to be the victim of conduct that could constitute Title IX Sexual Harassment.

Consent is a voluntary, informed, un-coerced agreement through words or actions freely given, which could be reasonably interpreted as a willingness to participate in mutually agreed-upon sexual acts. Consensual sexual activity happens when each partner willingly and affirmatively chooses to participate.

Indications that consent is not present include: when physical force is used or there is a reasonable belief of the threat of physical force; when duress is present; when one individual overcomes the physical limitations of another individual; and when an individual is incapable of making an intentional decision to participate in a sexual act, which could include instances in which the individual is in a state of incapacitation.

Important points regarding consent include:

- Consent to one act does not constitute consent to another act.
- Consent on a prior occasion does not constitute consent on a subsequent occasion.
- The existence of a prior or current relationship does not, in itself, constitute consent.
- Consent can be withdrawn or modified at any time.
- Consent is not implicit in an individual's manner of dress.
- Accepting a meal, a gift, or an invitation for a date does not imply or constitute consent.
- Silence, passivity, or lack of resistance does not necessarily constitute consent.
- Initiation by someone who a reasonable person knows or should have known to be deemed incapacitated is not consent.

Formal complaint refers to a document filed by a complainant (meaning a document or electronic submission (such as by electronic mail) that contains the complainant's physical or digital signature, or otherwise indicates that the complainant is the individual filing the formal complaint) alleging Title IX Sexual Harassment against

a respondent and requesting that DDA investigate the allegation of Title IX Sexual Harassment. At the time of filing a formal complaint, a complainant must be participating in or attempting to participate in the education program or activity of DDA. A formal complaint may be filed with the Title IX Coordinator in person, by mail, or by electronic mail, by using the contact information provided in this policy, and by any additional method identified in this policy.

Formal complaint may also refer to a document signed by the Title IX Coordinator alleging Title IX Sexual Harassment against a respondent. Where the Title IX Coordinator signs a formal complaint, the Title IX Coordinator is not a complainant or otherwise a party.

Incapacitation (or incapacity) is the state in which an individual's perception or judgment is so impaired that the individual lacks the cognitive capacity to make or act on conscious decisions. The use of drugs or alcohol can cause incapacitation. An individual who is incapacitated is unable to consent to a sexual activity. Engaging in sexual activity with an individual who is incapacitated (and therefore unable to consent), where an individual knows or ought reasonably to have understood that the individual is incapacitated, constitutes Title IX Sexual Harassment as defined by this policy.

Official with Authority refers to administrators who have authority to institute corrective measures on behalf of DDA.

Party or parties refer to the complainant(s) and the respondent(s).

Report refers to information brought to the attention of an Official with Authority alleging conduct prohibited under this policy; a report is not considered to be a formal complaint. A party may bring a report and then subsequently file a formal complaint.

Respondent refers to the individual(s) who has been alleged to be the perpetrator of conduct that could constitute Title IX Sexual Harassment.

Third party refers to any individual who is not an DDA student, a faculty member, or a staff member (e.g., vendors, alumni/ae, or local residents).

Witness refers to any individual who shares information relating to an allegation of prohibited conduct under this policy.

III. Prohibited Conduct

This policy addresses Title IX Sexual Harassment, which encompasses all of the prohibited conduct described below that occurs on the basis of sex and meets all of the following requirements:

- Occurs within the United States; and
- Occurs within DDA's education program or activity, meaning locations, events, or circumstances over which DDA exercises substantial control over both the respondent and the context in which the Title IX Sexual Harassment occurs; and
- At the time of filing a formal complaint, a complainant is participating in or attempting to participate in the education program or activity at DDA.

Allegations of sexual misconduct that do not fall under this policy because they do not constitute Prohibited Conduct as defined in this section may constitute violations of DDA's other polices, including but not limited to those contained in the Catalog.

In determining whether alleged conduct violates this policy, DDA will consider the totality of the facts and circumstances involved in the incident, including the nature of the alleged conduct and the context in which it occurred. Any of the prohibited conduct defined in this policy can be committed by individuals of any gender, and it can occur between individuals of the same gender or different genders. It can occur between strangers or acquaintances, as well as people involved in intimate or sexual relationships.

The prohibited behaviors listed below are serious offenses and will result in discipline. Prohibited conduct involving force, duress, or inducement of incapacitation, or where the perpetrator has deliberately taken advantage of another individual's state of incapacitation, will be deemed especially egregious and may immediately result in suspension, expulsion or termination from the student's program of study. The respondent's consumption of alcohol or the use of illegal substances does not constitute a mitigating circumstance when it contributes to a violation under this policy.

Prohibited behaviors are:

- **Quid Pro Quo Sexual Harassment:** An employee of DDA conditioning the provision of an aid, benefit, or service of DDA on a student's participation in unwelcome sexual conduct;

- **Sexual Harassment:** Unwelcome sexual conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies an individual equal access to DDA's education program or activity;

- **Sexual Assault:** Any sexual act directed against another person, without the consent of the victim, including instances where the victim is incapable of giving consent. Sexual assault can occur between individuals of the same or different sexes and/or genders. This includes the following:

    - **Rape:** The carnal knowledge of a person, without the consent of the victim, including instances where the victim is incapable of giving consent because of their age or because of their temporary or permanent mental or physical incapacity;

    - **Sodomy:** Oral or anal sexual intercourse with another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of their age or because of their temporary or permanent mental or physical incapacity;

    - **Sexual Assault with an Object:** To use an object or instrument to unlawfully penetrate, however slightly, the genital or anal opening of the body of another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of their age or because of their temporary or permanent mental or physical incapacity;

    - **Fondling:** The touching of the private body parts of another person for the purpose of sexual gratification, without the consent of the victim, including instances where the victim is incapable of giving consent because of their age or because of their temporary or permanent mental or physical incapacity;

    - **Incest:** Sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law; or

- **Statutory Rape:** Sexual intercourse with a person who is under the statutory age of consent.

- **Domestic Violence**: A felony or misdemeanor crime of violence committed: (a) by a current or former spouse or intimate partner of the victim; (b) by an individual with whom the victim shares a child in common; (c) by an individual who is cohabitating with, or has cohabitated with, the victim as a spouse or intimate partner; (d) by an individual similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction in which the felony or misdemeanor crime of violence occurred; (e) by any other individual against an adult or youth victim who is protected from that individual's acts under the domestic or family violence laws of the jurisdiction in which the felony or misdemeanor crime of violence occurred. For purposes of this policy, an intimate partner is defined as an individual with whom one has or had a short- or long-term relationship that provides romantic and/or physical intimacy or emotional dependence. Intimate relationships can occur between individuals of the same gender or different genders and may include (but are not limited to) marriages, civil unions, dating relationships, "hook-up" relationships, relationships in which partners are characterized as "girlfriends" or "boyfriends," and relationships between individuals with a child in common.

- **Dating Violence**: Violence committed by an individual who is or has been in a social relationship of a romantic or intimate nature with the victim. The existence of such a relationship shall be determined based on the reporting individual's statement and with consideration of the length of the relationship, the type of relationship, and the frequency of interaction between the individuals involved in the relationship. This includes, but is not limited to, sexual or physical abuse or the threat of such abuse. Dating violence does not include acts covered under the definition of domestic violence.

- **Stalking**: Engaging in a course of conduct directed at a specific individual that would cause a reasonable person to: (a) fear for the individual's safety or the safety of others; or (b) suffer substantial emotional distress. For the purposes of the Stalking definition: *Course of conduct* means two or more acts, including acts in which the stalker directly, indirectly, or through third parties, by any action, method, device, or means, follows, monitors, observes, surveils, threatens, or communicates to or about an individual, or interferes with an individual's property. *Reasonable person* means a reasonable person under similar circumstances and with similar identities to the victim. *Substantial emotional distress* means significant mental suffering or anguish that may, but does not necessarily, require medical or other professional treatment or counseling.

Retaliation under this policy: No individual may intimidate, threaten, coerce, or discriminate against any student for the purpose of interfering with any right or privilege secured by this policy or because a student has made a report or formal complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy.

DDA retains the right to charge a student for making a materially false statement in bad faith during the course of an investigation, proceeding, or hearing under this.

Complaints alleging retaliation under this Title IX Sexual Harassment policy, including for the exercise of rights under this policy, must be filed in accordance with this policy and will be addressed promptly and equitably.

Where the individual allegedly retaliating is not affiliated with DDA and not otherwise subject to its policies, DDA will process the complaint and take appropriate measures.

Notwithstanding the above, the exercise of rights protected under the First Amendment does not constitute retaliation prohibited under this policy; and charging a student with a code of conduct violation for making a materially false statement in bad faith in the course of a grievance proceeding under this policy does not constitute retaliation; provided, however, that a determination regarding responsibility, alone, is not sufficient to conclude that any party made a materially false statement in bad faith.

For purposes of this policy, consent is defined as follows:

> **Consent** means an active agreement to participate in a sexual act. An active agreement is words and/or conduct that communicate a person's willingness to participate in a sexual act. Examples of sexual act(s) include, without limitation: vaginal intercourse; anal intercourse; oral sex; any other intrusion, however slight, of a person's finger or any object into any other person's genitals or anus; the intentional touching of a person's intimate parts (genital area, groin, inner thigh, buttock or breast), the intentional touching of the clothing covering the immediate area of a person's intimate parts, or the intentional touching of any other person with a person's own intimate parts, if that intentional touching can be reasonably construed as being for the purpose of sexual gratification.
>
> Consent can be revoked at any time. Valid Consent cannot be given if:
>
> - A person is incapacitated and a reasonable person in the same situation as the Respondent would have known that the person is incapacitated;
> - A person is forced to consent; or
> - The sexual penetration of a person by the Respondent would constitute mitigated statutory rape, statutory rape, or aggravated statutory rape under state law, based on the ages of the Respondent and the other person.

Force (Forced) means words and/or conduct that, viewed from the perspective of a reasonable person, substantially impair(s) a person's ability to voluntarily choose whether to take an action or participate in an activity. Examples of Force include, without limitation:

- Physical force (e.g., hitting, punching, slapping, kicking, restraining, choking, kidnapping, using a weapon, blocking access to an exit);
- Words and/or conduct that would cause a reasonable person to fear; or
- Physical force or other harm to the person's health, safety, or property, or a third person's health, safety, or property;
    - Loss or impairment of an academic benefit, or money;
    - Disclosure of sensitive personal information or information that would harm a person's reputation;
    - Disclosure of video, audio, or an image that depicts the person's nudity or depicts the person engaging in a sexual act(s); or
    - Other immediate or future physical, emotional, reputational, financial, or other harm to the person or a third person.

Incapacitation means that a person lacks the ability to actively agree to sexual activity because the person is asleep, unconscious, under the influence of an anesthetizing or intoxicating substance such that the person does not have control over their body, is otherwise unaware that sexual activity is occurring, or their mental, physical, or developmental abilities renders them incapable of making a rational informed judgment.

Incapacitation is not the same as legal intoxication. A person violates this Policy when they engage in sexual activity with another person who is incapacitated under circumstances in which a reasonable person would have known the other person to be incapacitated. For purposes of evaluating Incapacitation, a "reasonable person" means a sober, objectively reasonable person in the same situation, with ordinary sensitivities, and with similar identities as the Respondent. Incapacitation can be voluntary or involuntary. Signs of Incapacitation may include, without limitation: sleep; total or intermittent unconsciousness; lack of control over physical movements (e.g., inability to dress/undress without assistance; inability to walk without assistance); lack of awareness of circumstances or surroundings; emotional volatility; combativeness; vomiting; incontinence; unresponsiveness; and inability to communicate coherently. Incapacitation is an individualized determination based on the totality of the circumstances.

IV. Assessment of Formal Complaints

Upon receipt of a report of sexual harassment or a formal complaint, the Title IX Coordinator will respond to any immediate health or safety concerns raised. The Title IX Coordinator must promptly contact the Complainant to discuss the availability of supportive measures, such as those set forth in Section VII herein. The Title IX Coordinator will then conduct an initial assessment for the sole purpose of determining whether the alleged conduct, if substantiated, would constitute prohibited conduct under this policy. DDA will seek to complete this initial assessment within ten (10) business days of receipt of the formal complaint. Following the initial assessment, the Title IX Coordinator may take any of the following actions:

- If the allegations forming the basis of the formal complaint would, if substantiated, constitute Prohibited Conduct as defined in this policy, the Title IX Coordinator shall implement any appropriate supportive measures, not already in place. In addition, the Title IX Coordinator shall initiate an investigation of the allegations under this policy in a formal complaint, as described in Section IX. However, if the Title IX Coordinator deems the formal complaint appropriate for the informal resolution process, upon the consent of both the complainant and respondent, the Title IX Coordinator may instead refer the matter to the informal resolution process, as described in Section IX.

- If the allegations forming the basis of the formal complaint would not, if substantiated, constitute Prohibited Conduct as defined in this policy, the Title IX Coordinator shall dismiss the formal complaint from the Title IX grievance process (and the complainant and/or respondent may appeal this dismissal, as discussed in Section XII below). However, if appropriate, the Title IX Coordinator may refer the matter to the Vice President of Operations for review pursuant to other relevant student or employee policies. In addition, at any time prior to the hearing, DDA may dismiss a formal complaint if:

    - The complainant notifies the Title IX Coordinator in writing that the complainant wishes to withdraw the formal complaint or any allegations therein;
    - The respondent is no longer enrolled or employed by DDA; or
    - Specific circumstances prevent DDA from gathering sufficient evidence to reach a determination as to the formal complaint or the allegations therein.
    - Upon dismissal, DDA shall promptly send written notice of the dismissal and reason(s) therefor simultaneously to the parties via electronic format. Both parties will have equal right to appeal the dismissal through the appeal process described in Section XII.

The determination regarding dismissal becomes final either: (i) on the date that the parties are provided with the written determination of the result of an appeal, if an appeal is filed, or (ii) if an appeal is not filed, the date on which an appeal would no longer be considered timely. Once final, a complainant cannot file a formal complaint under this policy concerning the same alleged conduct.

V. Confidentiality and Privacy

Issues of privacy and confidentiality play important roles in this and may affect individuals differently. Privacy and confidentiality are related but distinct terms that are defined below.

In some circumstances, the reporting responsibilities of DDA students, or DDA's responsibility to investigate, may conflict with the preferences of the complainant and/or respondent with regard to privacy and confidentiality. Therefore, all individuals are encouraged to familiarize themselves with their options and responsibilities, and make use of Confidential Resources, if applicable, in determining their preferred course of action. Requests for confidentiality or use of anonymous reporting may limit DDA's ability to conduct an investigation.

1. Confidentiality Rights of Complainants and Respondents

While complainants, respondents, and witnesses involved in the grievance process under this policy are strongly encouraged to exercise discretion in sharing information in order to safeguard the integrity of the process and to avoid the appearance of retaliation, complainants and respondents are not restricted from discussing the allegations under investigation.

Medical, psychological, and similar treatment records are privileged and confidential documents that cannot be accessed or used for a grievance process under this policy without the relevant party's voluntary, written consent.

2. Privacy

The term "privacy" refers to the discretion that will be exercised by DDA in the course of any investigation or grievance processes under this policy. In all proceedings under this policy, DDA will take into consideration the privacy of the parties to the extent possible.

In accordance with federal regulations, DDA will keep confidential the identity of any individual who has made a report or formal complaint under this policy, including any complainant, any individual who has been reported to be the perpetrator, any respondent, and any witness, except as may be permitted by Family Educational Rights and Privacy Act ("FERPA"), or as required by law, or to carry out the purposes of conducting any investigation or hearing under this policy.
Any additional disclosure by DDA of information related to the report or formal complaint may be made if consistent with FERPA or the Title IX requirements. In addition, governmental agencies may mandate certain reporting related to prohibited conduct under this policy involving employees or students.

VI. Options for Complainants, Respondents, and Other Reporting Individuals

A complainant, respondent, or witness has many options, including counseling and support services. Information regarding contact information for local law enforcement as well as contact information for Confidential Resources that are available to provide support to parties and witnesses are described in further detail in Appendix A.

After consulting a Confidential Resource as appropriate, a complainant may:

- Request supportive measures from the Title IX Coordinator (see Section VII);
- File a formal complaint with the Title IX Coordinator, thereby invoking DDA's internal grievance process (see Section II); and/or
- Contact local law enforcement to file a criminal complaint (see Appendix A). At the complainant's request, DDA will assist the complainant in contacting local law enforcement and will cooperate with law enforcement agencies if a complainant decides to pursue a criminal process.

An individual may pursue some or all of these steps at the same time. When initiating any of the above, an individual does not need to know whether they wish to request any particular course of action, nor how to label what happened. Before or during this decision-making process, complainants and other reporting individuals are encouraged to consult a Confidential Resource (see Appendix A).

1. Students' Responsibility to Report

Any student of DDA who learns of a potential allegation of sexual harassment, including quid pro quo harassment or hostile educational environment must, within 24 hours of receiving the information, report it to the Title IX Coordinator.

2. Anonymous Reporting

If a reporting individual makes an anonymous report, the Title IX Coordinator will consider how to proceed, taking into account the individual's articulated concerns; the best interests of the DDA community; fair treatment of all individuals involved; and DDA's obligations under Title IX.

A complainant cannot file a formal complaint anonymously.

3. Timeliness of Report

Complainants and other reporting individuals are encouraged to report any violation of this policy as soon as possible in order to maximize DDA's ability to respond promptly and effectively. Reports and formal complaints may be made at any time without regard to how much time has elapsed since the incident(s) in question. If the respondent is no longer a student or employee at the time of the report or formal complaint, DDA may not be in a position to gather evidence sufficient to reach a determination as to the formal complaint and/or DDA may not be able to take disciplinary action against the respondent. However, DDA will still seek to provide support for the complainant and seek to take steps to end the prohibited behavior, prevent its recurrence, and address its effects.

VII. Supportive Measures for Complainants and Respondents

Upon receipt of a report or formal complaint of a violation of this policy, DDA, through the Title IX Coordinator, will promptly contact the complainant to discuss the availability of supportive measures, consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint. DDA will also consider supportive measures, as appropriate and reasonably available, for the respondent.

These supportive measures are designed to restore or preserve equal access to DDA's educational and working programs or activities without unreasonably burdening the other party, including measures designed to protect the safety of all parties and the broader DDA community, or deter sexual harassment. While a supportive measure may impose some restrictions on a party, it will not unreasonably burden them. DDA may provide supportive measures to the complainant or respondent, as appropriate, as reasonably available, regardless of whether the complainant seeks formal disciplinary action. Once supportive measures are approved, the parties or affected individuals will be notified in writing of the supportive measures. DDA will maintain any supportive measures provided to the complainant or respondent as confidential to the extent possible. These actions may include, but are not limited to:

- Referral to counseling, medical, and/or other healthcare services
- Referral to community-based service providers
- Altering work arrangements for employees or student-employees
- Safety planning
- Implementing contact limitations (no contact orders) between the parties
- Academic support, extensions of deadlines, or other course/program-related adjustments
- Changing an individual's student or employee status or job responsibilities.
- Changing an individual's work or course schedule or job assignment.
- Timely warnings
- Class schedule modifications, withdrawals, or leaves of absence
- Increased security and monitoring of certain areas of the campus
- Any other actions deemed appropriate by the Title IX Coordinator

Violations of no contact orders will be referred to appropriate student or employee conduct processes for enforcement.

Requests for supportive measures may be made by or on behalf of the complainant or respondent to any DDA official, including the Title IX Coordinator. The Title IX Coordinator is responsible for ensuring the implementation of supportive measures and coordinating DDA's response with the appropriate offices on campus.

All individuals are encouraged to report concerns about the failure of another to abide by any restrictions imposed by a supportive measure. DDA will take immediate action to enforce a previously implemented measure and disciplinary sanctions can be imposed for failing to abide by an imposed measure.

VIII. Emergency Removal

In connection with this policy, whether or not a grievance process is underway, DDA may summarily remove an individual from an education program or activity on an emergency basis, after undertaking an individualized safety and risk analysis, and upon the determination that the individual poses an immediate threat to the physical health or safety of any student or other individual (including themselves, the respondent, the complainant, or any other individual). In these situations, DDA will provide the individual with notice and an opportunity to challenge the decision immediately following the removal.

IX. Informal Resolution Process

Subject to the consent of the parties and the approval of the Title IX Coordinator, DDA permits informal resolution processes in cases in which a formal complaint has been filed with the Title IX Coordinator. Subject to approval by the Title IX Coordinator, the informal resolution process is available in matters involving a

student complainant and a student respondent as well as in matters involving a faculty/staff complainant and a faculty/staff respondent. The informal resolution process is not available in matters involving a student and an employee.

The informal resolution process is a voluntary, remedies-based process designed to provide parties with an option to resolve disputes with other students in a forum that is separate and distinct from DDA's formal grievance processes under the Title IX Sexual Harassment policy. The purpose of the informal resolution process is to address the conduct which has been reported by the complainant and place the parties in a position to pursue their academic interests in a safe, respectful, and productive educational and working environment. Under this process, there will be no disciplinary action taken against a respondent, and the resolution will not appear on the respondent's disciplinary record.

DDA may facilitate the informal resolution process prior to conducting a hearing. Before the informal resolution process is used, both parties must provide voluntary, written consent to the informal resolution process and must receive written notice disclosing: the allegations, the requirements of the informal resolution process (including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations), and any outcomes resulting from participating in the informal resolution process (including the records that will be maintained or could be shared). At any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the Title IX Sexual Harassment grievance process with respect to the formal complaint.

DDA will not require, as a condition of enrollment or continuing enrollment, or employment or continuing employment, or enjoyment of any other right, waiver of the right to an investigation and adjudication of formal complaints of Title IX Sexual Harassment. Similarly, DDA will not require, encourage, or discourage the parties from participating in the informal resolution process. DDA will not offer the informal resolution process unless a formal complaint is filed.

See Appendix B for additional information regarding the informal resolution process.

X. Grievance Procedures for Title IX Sexual Harassment Complaints

DDA is committed to providing a prompt and impartial investigation and adjudication of all formal complaints alleging violations of this policy. During the grievance process, both parties (complainant and respondent) have equal rights to participate.

1. Conflict of Interest

All individuals who have responsibilities in administering the grievance process under this policy must be free of any conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent and will be trained as provided by federal regulations. Parties will be notified at the appropriate junctures of the identities of the individuals serving as Investigators, Decision Maker, and Appeal Officer as appointed by the Title IX Coordinator in consultation with the President. A party who has concerns that one or more of the individuals performing one of the aforementioned roles has conflicting interest or is biased must report those concerns to the Title IX Coordinator within 48 hours of being notified of their identities and include a brief explanation of the basis for the conflict or bias concern. The Title IX Coordinator will assess the allegations of conflict or bias to determine whether or not the identified individual(s) can fulfill their duties in an impartial way. If the Title IX Coordinator concludes that the facts and circumstances support the claim of conflict or bias, the pertinent individual(s) will not participate in the case.

2. Responsibility to Review Reports and Formal Complaints

The Title IX Coordinator may review reports of violations of this policy even absent the filing of a formal complaint, or under certain circumstances, even if a formal complaint has been withdrawn. The Title IX Coordinator may need to file a formal complaint and proceed with an investigation even if a complainant specifically requests that the matter not be pursued. In such a circumstance, the Title IX Coordinator will take into account the complainant's articulated concerns, the best interests of the DDA community, fair treatment of all individuals involved, and DDA's obligations under Title IX.

Proceedings under this policy may be carried out prior to, simultaneously with, or following civil or criminal proceedings off campus. Neither a decision by law enforcement regarding prosecution nor the outcome of any criminal proceeding will be considered determinative of whether a violation of this policy has occurred.

3. Presumption of Good Faith Reporting

DDA presumes that reports of Prohibited Conduct are made in good faith. A finding that the alleged behavior does not constitute a violation of this policy or that there is insufficient evidence to establish that the alleged conduct occurred as reported does not mean that the report was made in bad faith.

4. Presumption of Non-Responsibility

The respondent is presumed to be not responsible for the alleged conduct unless and until a determination regarding responsibility is made at the conclusion of the grievance process.

5. Honesty and Cooperation during Grievance Process

DDA expects all members of the DDA community to be honest and cooperative in their official dealings with DDA under this policy. In this regard, individuals are expected to acknowledge requests from DDA officials for information in a timely fashion and to make themselves available for meetings with DDA officials or any persons acting on behalf of DDA; any student or member of the faculty or staff who fails to do so may be subject to discipline. However, parties and witnesses may choose not to attend the hearing or may choose not to participate in cross examination at the hearing.

6. Advisors

Throughout the grievance process, each party may have an advisor of their choice; parties may change their advisor at any time during the grievance process. An advisor is an individual chosen by a complainant or a respondent to provide guidance during the grievance process. An advisor may be a member or non-member of DDA community and may be an attorney. If a party is unable to select an advisor, DDA will provide without fee or charge to that party an advisor selected by DDA (who may be, but is not required to be, an attorney) to be present at any interviews or meetings. In addition, the advisor will participate in any hearing for the purpose of conducting cross-examination of the other party and/or any witnesses.

The role of the advisor is narrow in scope: the advisor may attend any interview or meeting connected with the grievance process, but the advisor may not actively participate in interviews and may not serve as a proxy for the party. The advisor may attend the hearing and may conduct cross-examination of the

other party and any witnesses at the hearing; otherwise, the advisor may not actively participate in the hearing.

Any individual who serves as an advisor is expected to make themselves available for meetings and interviews throughout the investigation process, as well as the hearing, as scheduled by DDA. DDA (including any official acting on behalf of DDA such as an investigator or a hearing panelist) has the right at all times to determine what constitutes appropriate behavior on the part of an advisor and to take appropriate steps to ensure compliance with this policy.

7. Prior Sexual Behavior

The complainant's predisposition or prior sexual behavior are not relevant and will not be used during the grievance process, unless offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent.

8. Consolidation

The Title IX Coordinator has the discretion to consolidate multiple formal complaints as to allegations of Title IX Sexual Harassment against more than one respondent, or by more than one complainant against one or more respondents, or by one party against the other party, where the allegations of Title IX Sexual Harassment arise out of the same facts or circumstances.

9. Investigation of Allegations of Violations of Other Policies

When an initial assessment or investigation under this policy identifies additional related possible violations of DDA policies by the same party(ies) that would normally be handled by another responsible office, the Title IX Coordinator, with the approval of that responsible office, may direct investigators under this policy to investigate such other possible violations at the same time that they investigate the allegations covered by this policy. Under such circumstances, the records from the investigation of the non-Title IX Sexual Harassment matter shall be provided to the person responsible for adjudicating that non-Title IX Sexual Harassment matter in accordance with applicable DDA policies and procedures.

10. Procedures Where One Party Is a Member of the DDA Community and the Other Party Is a Non-Member of the DDA Community

When a third party, (i.e., a non-member of our DDA community) is a party under this policy, DDA will use disciplinary procedures that are generally consistent with the disciplinary procedures described in this policy, appropriately modified based on the particular circumstances of the case and taking into account privacy requirements and the like. In no case will a member of our community (i.e., current student, faculty member, or staff member) be afforded lesser rights or lesser opportunities to participate in the disciplinary proceeding than the non-member of DDA community.

XI. Investigation and Adjudication

1. Timing

DDA will seek to complete the investigation and adjudication within ninety (90) business days after the investigators' first interview of the complainant. Investigations will proceed according to the

aforementioned timeframe during times when DDA is not in session. Timeframes for all phases of the grievance process, including the investigation, the hearing, and any related appeal, apply equally to both parties.

There may be circumstances that require the extension of time frames for good cause. Time frames may be extended to ensure the integrity and completeness of the investigation or adjudication, comply with a request by external law enforcement, accommodate the absence of a party, advisor, or witness, or for other legitimate reasons, including the complexity of the investigation and the severity and extent of the alleged misconduct. DDA will notify the parties in writing of any extension of the time frames for good cause, and the reason for the extension.

In accordance with policy, DDA will review requests for language assistance and accommodation of disabilities throughout the investigation and adjudication process.

Although cooperation with law enforcement may require DDA to temporarily suspend the fact-finding aspect of an investigation, under such circumstances, DDA will promptly resume its investigation as soon as it is notified by the law enforcement agency that the agency has completed the evidence gathering process. DDA will not, however, wait for the conclusion of a criminal proceeding to begin its own investigation and, if needed, will take immediate steps to provide supportive measures for the complainant or respondent. Neither a decision by law enforcement regarding prosecution nor the outcome of any criminal proceeding will be considered determinative of whether a violation of this policy has occurred.

2. Investigation

If the Title IX Coordinator has determined, following an initial assessment, that an investigation is appropriate, the Title IX Coordinator will refer the matter for investigation to an investigator or investigators.

a. Notice of Investigation

Following the receipt and review of the formal complaint by the Title IX Coordinator, and it being determined that the matter properly falls under this Title IX Sexual Harassment policy, the parties will be informed in writing of the initiation of the investigation. The written information shall include:

- The identities of the parties, if known.
- A concise summary of the alleged conduct at issue (including when and where it occurred, if known).
  Notice of the allegations potentially constituting Title IX Sexual Harassment, and sufficient details known at the time the Notice is issued, such as the identities of the parties involved in the incident, if known, including the complainant; the conduct allegedly constituting covered sexual harassment; and the date and location of the alleged incident, if known.
- A statement that the respondent is presumed not responsible and that a determination regarding responsibility is made at the conclusion of the grievance process.
- A statement informing the parties that they may have an advisor of their choice, who may be, but is not required to be, an attorney.
- A statement informing the parties that they may request to inspect and review evidence.

- A statement informing the parties that knowingly making false statements or knowingly submitting false information during the grievance process may constitute a violation of DDA policy.
- Information regarding the applicable grievance procedures, including the informal resolution process.

If, during the investigation, additional information is disclosed that may also constitute Prohibited Conduct under this policy, the respondent and complainant will be informed in writing that such additional information will be included in the grievance process.

b. Collection of Evidence

The investigators will collect information from each party. While the complainant and the respondent are not restricted from gathering and presenting relevant evidence, the investigators are responsible for gathering relevant evidence to the extent reasonably possible. However, each party will be given an equal opportunity to suggest witnesses; provide other relevant information, such as documents, communications, photographs, and other evidence; and suggest questions to be posed to the other party or witnesses. Parties and witnesses are expected to provide all available relevant evidence to the investigators during the investigation. If a party or witness fails to provide available relevant evidence during the investigation, such evidence may, at the discretion of the Decision Maker (see Section IX (3)), be excluded from consideration at the hearing. While parties are not restricted from presenting information attesting to the parties' character, such evidence generally is not considered relevant.

The investigators will provide to a party written notice of the date, time, location, participants, and purpose of all investigative interviews to which they are invited or expected, with sufficient time (generally no less than three (3) business days, absent exigent circumstances) for the party to prepare to participate.

Parties will be interviewed separately and will be interviewed by the investigator. The investigator will interview witnesses as necessary and may, at their discretion, delegate witness interviews to two investigators. The investigator will record all interviews or take notes during the interviews. Any other recording of interviews is prohibited, and violations may result in discipline.

In general, a party's medical and counseling records are confidential. The investigator will not access, consider, disclose, or otherwise use a party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional's or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party, unless the investigator obtains that party's voluntary, written consent to do so.

The investigator will not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege (e.g., attorney-client, doctor-patient), unless the individual holding such privilege has waived the privilege.

c. Case File

After each party has been interviewed and had the opportunity to identify witnesses and other potentially relevant information and evidence, and the investigator has completed any witness interviews and any gathering of evidence, the investigator will prepare a case file. The case file will include all collected evidence that is directly related to the allegations raised in the formal

complaint, including the evidence upon which DDA does not intend to rely in reaching a determination regarding responsibility and any inculpatory or exculpatory evidence, whether obtained from a party or other source as part of the investigation. The case file may include, as applicable, transcripts or summaries of party and witness interviews and other collected documents and evidence. The investigator will provide the case file, redacted of personally identifiable information in accordance with privacy regulations, to each party and their advisor in electronic form or hard copy. In all cases, any information relied on in adjudicating the matter will be provided to the parties and their advisors. The investigator will also provide an updated Notice of the Allegations, as appropriate.

Within ten (10) business days of receiving the case file, each party may respond in writing, which may include a request that the investigators collect additional evidence. If the investigator believes that further information is needed following receipt of any responses from the parties, the investigator will pursue additional investigative steps, if needed. The parties and their advisors will be provided with each party's written responses to the case file, if any, as well as any additional information collected by the investigator, in electronic format or hard copy.

d. Investigative Report

Following their review of the parties' responses (if any) to the case file, the investigator will create a written investigative report that summarizes all relevant evidence; the report will not contain irrelevant information.

At least ten (10) business days prior to the hearing, the investigative report will be provided to the parties and their advisors via electronic format.

The parties may choose to provide a written response to the investigative report, which must be submitted at least five (5) business days prior to the start of the hearing. The response may consist of a written statement not to exceed 10 pages. At least 48 hours prior to the hearing, the parties and their advisors will be provided with the other party's written response to the investigative report, if any, in electronic format.

3. Hearing

An alleged Title IX violation complaint must be resolved through the Title IX Hearing process, unless the parties agree to an Informal Resolution. A Decision Maker, appointed by the Title IX Coordinator in consultation with the President, will hear every case.

At least ten (10) business days prior to the hearing, the parties and their advisors will be notified of the hearing date, time, and location (or relevant electronic information, if the hearing will be conducted remotely). The Decision Maker will have absolute discretion with respect to administering the hearing. The Decision Maker will decide whether evidence and witnesses are relevant or irrelevant, with the understanding that the introduction of relevant evidence and witnesses will always be permitted. The Decision Maker will be responsible for maintaining an orderly, fair, and respectful hearing and will have broad authority to respond to disruptive or harassing behaviors, including adjourning the hearing or excluding the offending individual, including a party, witness, or advisor.

Prior to the hearing, the Decision Maker will be provided with the case file, investigative report, and any responses to the investigative report. She/he shall review the case file (including the parties' responses),

ask questions during the hearing as deemed appropriate, and deliberate the adjudication of responsibility (as described in Section XI(3)€).

In advance of the hearing, parties will be required to identify witnesses to be called at the hearing, as well as to provide a brief written explanation of the information each witness would be asked to provide, such that the Decision Maker can determine their relevance. The Decision Maker has the discretion to exclude from the hearing evidence/witnesses/questions deemed irrelevant.

At the Decision Maker's discretion, pre-hearing meetings may be scheduled with each of the parties and their advisors to explain the hearing protocol.

The live hearing may be conducted with all parties physically present in the same geographic location, or, at DDA's discretion, any or all parties, witnesses, and other participants may appear at the live hearing virtually. DDA may delay or adjourn a hearing based on technological errors not within a party's control. Each party may make requests related to the format or the nature of their participation in the hearing. The Decision Maker will accommodate requests by either party for the hearing to occur with the parties located in separate locations with technology enabling the Decision Maker and the parties to simultaneously see and hear the party answering questions. As appropriate and/or at the discretion of the Decision Maker, hearings may be conducted in person or by video conference or any other means of communications by which all individuals participating are able to see and hear each other.

a. Standard of Proof

The standard of proof under this policy is preponderance of the evidence. A finding of responsibility by a preponderance of the evidence means that it is more likely than not, based on all the relevant evidence and reasonable inferences from the evidence, that the respondent violated this policy.

b. Expectation regarding the Complainant, the Respondent, and the Witnesses regarding the Hearing

In all proceedings under this policy, including at the hearing, the complainant, the respondent, and the witnesses and other individuals sharing information are expected to provide truthful information.

If the complainant, the respondent, or a witness informs DDA that they will not attend the hearing (or will refuse to be cross-examined), the hearing may proceed, as determined by the Title IX Coordinator. The Decision Maker may not, however: (a) rely on any statement or information provided by that non-participating individual in reaching a determination regarding responsibility; or (b) draw any adverse inference in reaching a determination regarding responsibility based solely on the individual's absence from the hearing (or their refusal to be cross-examined).

c. Case Presentation

While the hearing is not intended to be a repeat of the investigation, the parties will be provided with an equal opportunity for their advisors to conduct cross examination of the other party and/or of relevant witnesses. A typical hearing may include brief opening remarks by the Decision Maker; questions posed by the Decision Maker to one or both of the parties; questions posed by the Decision Maker to any relevant witnesses; and cross-examination by either party's advisor of the other party and relevant witnesses. The parties will have equal opportunity to present fact and expert witnesses, and other inculpatory and exculpatory evidence.

The parties' advisors will have the opportunity to cross examine the other party (and witnesses, if any). Such cross examination must be conducted directly, orally, and in real time by the party's advisor and never by a party personally. Only relevant cross examination questions may be asked of a party or witness. Before a party or witness answers a cross-examination question that has been posed by a party's advisor, the Decision Maker must first determine whether the question is relevant and explain any decision to exclude a question as not relevant.

Others may attend the hearing at the request of or with the prior approval of the Decision Maker, but the parties will be notified in advance of anyone else who will be in attendance.

d. Record of Hearing

DDA shall create an official record in the form of a recording or transcript of any live (or remote) hearing and make it available to the parties for inspection and review. Any other record of the hearing or any other recording is prohibited. Violations may result in discipline.

e. Evaluation of Evidence and Written Determination

Following the hearing, the Decision Maker will consider all of the relevant evidence and deliberate regarding responsibility. The Decision Maker shall make a determination, by a preponderance of the evidence, whether the respondent has violated the policy.

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

Decision Makers shall not draw inferences regarding a party or witness' credibility based on the party or witness' status as a complainant, respondent, or witness, nor shall they base their judgments in stereotypes about how a party or witness would or should act under the circumstances.

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

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

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

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

The Decision Maker shall write a written determination, which will contain: (1) the allegations potentially constituting Title IX sexual harassment; (2) a description of the procedural steps taken from the receipt of the formal complaint through the determination (including any notifications to the parties, interviews with parties and witnesses, site visits (if any), methods used to gather other

information, and the hearing); (3) findings of fact supporting the determination; (4) conclusions regarding the application of this policy to the facts; (5) a statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility (i.e., whether a policy violation occurred), any disciplinary sanctions imposed if there has been a finding of responsibility (as described in Section XI(4)), and whether any remedies designed to restore or preserve equal access to DDA's education program or activity or working environment will be implemented; and (6) relevant appeal information for the parties. Disciplinary sanctions and remedies will be determined in accordance with the procedures listed below.

The parties and their advisors will simultaneously be provided with the written determination via electronic format.

4. Disciplinary Sanctions and Remedies (to be included in the Written Determination)

The sanctions will be imposed by the Campus President if the respondent is a student and in consultation with Human Resources, if the respondent is a faculty or staff member. Sanctions will take into account the seriousness of the misconduct as compared to like cases in the past, the respondent's previous disciplinary history (if any), and institutional principles. Remedies, which may include supportive measures, will be designed to restore or preserve equal access to DDA's education program or activity.

See Appendix C for the range of sanctions under this policy.

XII. Appeal

Appeals under this policy will be heard by an individual ("Appeal Officer"), appointed by the Title IX Coordinator, in consultation with the Campus President.

Both parties have equal rights to an impartial appeal at the following junctures:
Upon the dismissal of a formal complaint or any allegations therein; or
Upon receiving the written determination regarding responsibility and, when applicable, sanction and remedies.

Appeals may be submitted on the following bases:
(1) procedural irregularity that affected the outcome of the matter;
(2) new evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made which could affect the outcome of the matter;
(3) the Title IX Coordinator or their staff, investigator(s), the Decision Maker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter; and/or
(4) the sanctions (or recommended sanctions) are not commensurate with the violation.

To appeal, a party must electronically submit a written appeal statement to Title IX Coordinator within five (5) business days of receipt of the written determination or dismissal. The Appeal Panel Chair may deem a late submission reasonable only under extenuating circumstances, and the Appeal Panel Chair may decide in their sole discretion what constitutes valid extenuating circumstances. The appeal shall consist of a written statement not to exceed ten (10) pages, outlining the basis for appeal and the relevant information to substantiate the appeal. The non-appealing party will be provided with a copy of the appealing party's written statement and may submit a written response, not to exceed ten (10) pages, to the Title IX Coordinator within five (5) business days of receipt of the appealing party's written statement. The non-appealing party's statement will be provided to the appealing party. No further appeal submissions from the parties shall be permitted.

An appeal is limited in scope. The purpose of an appeal is not to initiate a review of substantive issues of fact or a new determination of whether a violation of DDA rules has occurred.

In deciding an appeal, the Appeal Panel may consider the case file and any responses, investigative report and any responses, the hearing record, the written determination, and any written appeal(s) or statements by the parties. The Appeal Panel also may consider any other relevant materials and that have been shared with the parties.

The parties and their advisors will simultaneously be provided (via electronic format) with the written decision describing the result of the appeal and the rationale for the result.

- If the Appeal Panel finds that the earlier decision should stand, the parties will be so informed, and the Title IX process is concluded.
- If the Appeal Panel finds that there was procedural irregularity that affected the outcome of the matter, the matter will be remanded to the Decision Maker to determine appropriate further action.
- If the Appeal Panel finds that new evidence is available which was not reasonably available at the time of the determination regarding responsibility or dismissal, and such evidence could alter the outcome of the matter, the matter will be remanded to the Decision Maker for appropriate further action.
- If the Appeal Panel finds that the Title IX Coordinator or their staff, investigator(s), or the Decision Maker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter, the Appeal Panel will take appropriate measures to address and remediate the impact of the bias or conflict consistent with the general procedures of this policy.
- If the Appeal Panel finds that the sanctions (or recommended sanctions) are not commensurate with the violation, the matter will be remanded to the Decision Maker for reconsideration.

The Appeal Panel will seek to complete the appeal review within twenty (20) business days of receipt of the appealing party's written statement.

Unless further proceedings are necessary, the determination regarding responsibility becomes final either: (i) on the date that the parties are provided with the written determination of the result of an appeal, if an appeal is filed (at which point the Title IX Sexual Harassment grievance process is concluded), or (ii) if an appeal is not filed, the date on which an appeal would no longer be considered timely (at which point the Title IX Sexual Harassment grievance process is concluded).

XIII. Training

DDA will provide appropriate training to DDA officials with responsibilities under this policy, including the Title IX Coordinator, investigators, potential Decision Makers and Appeal Panel members, and any individual who facilitates the informal resolution process. Such training will cover the definition of Title IX Sexual Harassment, the scope of DDA's education program or activity, how to conduct an investigation and grievance process including hearings, appeals, and informal resolution processes under this policy, as applicable, and how to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias. DDA will ensure that Decision Makers receive training on any technology to be used at a hearing and on issues of relevance of questions and evidence, including questions and evidence about the irrelevancy of complainant's sexual predisposition or prior sexual behavior. DDA will ensure that investigators receive training on issues of relevance in order to create an investigative report that fairly summarizes relevant evidence.

XIV. Record Retention

DDA will maintain records of the following for a period of seven (7) years:

- Each Title IX Sexual Harassment grievance process conducted under this policy, including any determination regarding responsibility and any audio or audiovisual recording or transcript from a hearing, any disciplinary sanction imposed on the respondent, and remedies provided to the complainant designed to restore or preserve access to DDA's education program or activity;
- Any appeal and the result therefrom;
- Any informal resolution and the result therefrom;
- All materials used to train Title IX Coordinators, investigators, Decision Makers, Appeal Panel members, and any individual who facilitates the informal resolution process with regard to Title IX Sexual Harassment; and
- Records of any actions, including any supportive measures, taken in response to a report or formal complaint of Title IX Sexual Harassment. In each instance, DDA will document the basis for its conclusion that its response was not deliberately indifferent, and document that it has taken measures designed to restore or preserve equal access to DDA's educational and working program or activity. If DDA does not provide a complainant with supportive measures, then DDA will document the reasons why.

XV. Modification and Review of Policy

DDA reserves the right to modify this policy to take into account applicable legal requirements or extraordinary circumstances.

At regular intervals, DDA will review this policy to determine whether modifications should be made.

Appendix A:

Law Enforcement and Confidential Resources

Any individual may contact local law enforcement concerning alleged sexual harassment that may constitute a crime.

Information shared with Confidential Resources (including information about whether an individual has received services) will be disclosed to the Title IX Coordinator or any other individual only with the individual's express written permission, unless there is an imminent threat of serious harm to the individual or to others, or a legal obligation to reveal such information (e.g., if there is suspected abuse or neglect of a minor).

Any individual may also access resources located in the local community. These organizations can provide crisis intervention services, counseling, medical attention and assistance in dealing with the criminal justice system. If accessing these resources, individuals are encouraged to clarify whether the resources are confidential. Other off-campus counselors, advocates, and health care providers will also generally maintain confidentiality and not share information with DDA unless the victim requests the disclosure and signs a consent or waiver form.

Appendix B:

Informal Resolution Process

The informal resolution process is a voluntary, remedies-based process designed to provide members of the DDA community with an option to resolve certain disputes with other members of the DDA community in a

forum that is separate and distinct from the formal grievance processes under the Title IX Sexual Harassment Policy. Subject to approval by the Title IX Coordinator (see below), the informal resolution process is available in matters involving a student complainant and a student respondent as well as in matters involving a faculty/staff complainant and a faculty/staff respondent. *The informal resolution process is not available in matters involving a student and an employee.* The purpose of the informal resolution process is to eliminate the conduct which has been reported by the complainant (and prevent its recurrence), and place both individuals in a position to pursue their academic, working, and non-academic interests in a safe, respectful, and productive educational and working environment. Under this process, there will be no disciplinary action taken against a respondent, and the resolution will not appear on the respondent's disciplinary record.

Prior to participating in the informal resolution process, parties will be notified in writing of the information contained in this Appendix B.

The following are features of the informal resolution process:

Participation in the informal resolution process is completely voluntary.

No party will be required to participate in the informal resolution process; and

DDA will not require, encourage, or discourage the parties from participating in the informal resolution process.

All parties must consent in writing to participation in the informal resolution process.

DDA may offer the informal resolution process only under the following circumstances:

A formal complaint (as defined in section II) has been filed by the complainant;

The Title IX Coordinator has determined, through an initial assessment (see section IV), that the alleged conduct, if substantiated, would constitute Title IX Sexual Harassment or Sexual Misconduct;

The Title IX Coordinator has determined that the informal resolution process is appropriate for this matter.

All parties will be provided with a written notice disclosing the allegations, the requirements of the informal resolution process, and any outcomes resulting from participating in the informal resolution process.

At any time prior to signing an informal resolution agreement, any party has the right to withdraw from the informal resolution process and resume the formal grievance process.

Under the informal resolution process, there will be no disciplinary action taken against a respondent, and the resolution will not appear on the respondent's disciplinary record. If a formal complaint is filed against the respondent in a subsequent matter under the Title IX Sexual Harassment policy, the respondent's participation in a prior informal resolution process will not be considered relevant and will not be taken into account in the resolution of the subsequent complaint.

Parties may be accompanied by a member of DDA community who will serve as a support person to any meeting related to the informal resolution process. However, a DDA support person may not actively participate in meetings and may not serve as a proxy for the party. Any individual who serves as a DDA support person is expected to make themselves available for meetings as scheduled by DDA. DDA (including any official acting

on behalf of DDA) has the right at all times to determine what constitutes appropriate behavior on the part of an DDA support person and to take appropriate steps to ensure compliance with this policy.

Any agreements reached as part of the informal resolution process must be approved by the Title IX Coordinator in order to ensure consistency with DDA's federal obligations. If the Title IX Coordinator determines at any time prior to the signing of the informal resolution agreement that the informal resolution process is no longer appropriate, the Title IX Coordinator may terminate the process.

Upon signing the informal resolution agreement, the parties are bound by its terms and cannot opt for a formal grievance process based on the conduct alleged in the formal complaint.

Failure to comply with the signed agreement may result in disciplinary action for either party.

If the parties' circumstances change significantly, they may request a supplemental agreement; the Title IX Coordinator will determine whether it is appropriate to proceed.

Initiation of the Informal Resolution Process

If the complainant files a formal complaint and requests to engage in the informal resolution process, the Title IX Coordinator will consider whether the informal resolution process is appropriate in the particular matter. In making this determination, the Title IX Coordinator will consider the following factors:

- The disciplinary record (or past conduct) of the respondent relating to sexual misconduct, physical violence, failure to comply with a No Contact Order, and/or other relevant conduct;
- The nature of the alleged conduct, whether allegations involve multiple victims and/or a pattern of conduct, or other evidence-informed factors indicative of increased risk to campus safety;
- Whether the circumstances warrant the Title IX Coordinator filing a formal complaint (e.g., if there is sufficient evidence to proceed with an investigation/adjudication even absent participation by the complainant);
- Whether proceeding with the informal resolution process is in accordance with the principles and objectives of DDA's Title IX Sexual Harassment policy, as determined by the Title IX Coordinator; and/or
- Whether proceeding with the informal resolution process in matters involving faculty and staff members is in accordance with DDA's employment practices.

If the Title IX Coordinator determines that a case is not appropriate for the informal resolution process, the Title IX Coordinator will inform the complainant that the informal resolution process is unavailable.

If the formal grievance process has already begun, either party may seek to initiate the informal resolution process up until five business days prior to the hearing. If both parties agree to participate in the informal resolution process and the Title IX Coordinator approves of the informal resolution process, the formal grievance process will be adjourned while the informal resolution process is pending; if an agreement is not reached, the formal grievance process will be resumed.

Upon initiation of the informal resolution process, the Title IX Coordinator will refer the matter to a trained informal resolution facilitator ("facilitator"). The facilitator will consult (separately) with each party in an effort to reach a resolution that best meets the interests and needs of the parties. Unless they mutually choose to do so as part of an agreement, the parties will not meet together in person as part of the process.

Potential Outcomes of the Informal Resolution Process

Depending on the nature and circumstances of the particular situation, parties may agree to outcomes such as:

- Long-term extension of a mutual No Contact Order or No Communication Order;
- Imposition of a "skewed" No Contact Order, placing the burden on the respondent to limit the respondent's physical proximity to the complainant;
- Restrictions on the respondent from participation in particular organizations or events;
- Participation by the respondent in an alcohol education program designed to reduce the harmful problems associated with alcohol abuse;
- Provision to the respondent of an "impact statement" written by the complainant (describing the impact(s) that the respondent's conduct had on the complainant);
- Conversation between the parties facilitated by a trained individual appointed by the Title IX Coordinator; and
- Other measures deemed appropriate by the Title IX Coordinator.

Failure to Comply with the Informal Resolution Agreement

Failure to comply with the signed agreement may result in disciplinary action for either party, consistent with the disciplinary procedures described applicable policy manuals (for faculty and staff members).

Records Relating to the Informal Resolution Process

The records relating to the informal resolution process will be maintained in accordance with section XIV.

Prior to participating in the informal resolution process, parties will be notified in writing that any information gathered during the informal resolution process may be used in the Title IX Sexual Harassment formal grievance processes described in Section X, if the informal resolution process ends prior to a written agreement being signed by the parties. However, DDA will not draw any adverse inference based on a respondent's participation in the informal resolution process, nor will such participation be considered an admission by the respondent.

Even if the parties enter into a written informal resolution agreement, if information related to the violation of other DDA policies comes to light through the informal resolution process, such information may be used in other DDA disciplinary processes.

Retaliation

The protections against Retaliation described in section III apply to individuals participating in the informal resolution process. Disciplinary consequences may result for those found responsible for Retaliation.

Time Frame for the Informal Resolution Process

The time frame for completion of the informal resolution process may vary, but DDA will seek to complete the informal resolution process within thirty (30) business days of completion of the initial assessment. Should the time period extend beyond this time frame, the parties will be notified.

Appendix C: Range of Sanctions under this Policy

Members of the DDA community may be subject to disciplinary sanctions for violating this policy.

Sanctions Applicable to Students

The sanctions for students are listed below.

1. **Warning**. An admonition that does not become part of a student's permanent record, but that may be taken into account in judging the seriousness of any future violation.
2. **Reprimand.** Reprimand is a stronger admonition than a warning, intended to signal that the student has committed a minor infraction, conveying that the student must be vigilant against future infractions, and providing a disincentive against future infractions in that a reprimand

will not become part of the student's permanent record unless there is a subsequent infraction, at which point the reprimand will be formally recorded on the student's permanent record.

Both a warning and a reprimand may be taken into account in judging the seriousness of any future violation.

More serious violations may be met with the following formal responses which are recorded on the student's permanent record.

1. **Disciplinary Probation.** A more serious admonition assigned for a definite amount of time. It implies that any future violation, of whatever kind, during that time, may be grounds for suspension, suspension with conditions, or in especially serious cases, expulsion from DDA. Disciplinary probation will be taken into account in judging the seriousness of any subsequent infraction even if the probationary period has expired.

   Disciplinary probation appears on a student's permanent record at DDA (but not on the transcript) and may be disclosed in response to requests for which the student has given permission or as otherwise legally required.

2. **Withholding of Degree.** In cases involving students in their final semester, DDA may withhold a student's DDA degree for a specified period of time. This sanction is imposed instead of suspension at the end of a student's final year when all other degree requirements have been met. A withheld degree is recorded on a student's transcript. Relevant information remains on the student's permanent record at DDA and may be disclosed in response to requests for which the student has given permission or as otherwise legally required.

3. **Suspension.** Removal from enrollment in DDA for a specified period of time. A suspension is recorded on a student's transcript. Relevant information remains on the student's permanent record at DDA and may be disclosed in response to requests for which the student has given permission or as otherwise legally required.

4. **Suspension with Conditions.** Removal from enrollment in DDA for at least the period of time specified by the suspension, with the suspension to continue until certain conditions, stipulated by the appropriate body applying this sanction, have been fulfilled. These conditions may include, but are not limited to, restitution of damages, formal apology, or counseling. A suspension with conditions is recorded on a student's transcript. Relevant information remains on the student's permanent record at DDA and may be disclosed in response to requests for which the student has given permission or as otherwise legally required.

5. **Expulsion.** Permanent removal from enrollment in DDA, without any opportunity for readmission to the community. Expulsion is recorded on a student's transcript. Relevant information remains on the student's permanent record at DDA and may be disclosed in response to requests for which the student has given permission or as otherwise legally required.

The following may accompany the preceding sanctions, as appropriate:

Censure. Censure can be added to any of the other sanctions listed above, except warning and reprimand. Censure indicates DDA's desire to underscore the seriousness of the violation and the absence of mitigating

circumstances, and to convey that seriousness in response to future authorized inquiries about the given individual's conduct.

Restriction of Access to Space, Resources, and Activities. When appropriate in cases involving behavioral misconduct between members of the community, restrictions may be placed on access to space and/or resources or on participation in activities so as to limit opportunities for contact among the parties.

Sanctions Applicable to Faculty and Staff Members

For violations of this policy by faculty or staff members, disciplinary sanctions may include (in accordance with the employment policies governing the employee in question) counseling or training, written warning, financial penalty, unpaid leave of absence, suspension (or recommendation for suspension), demotion, termination (or recommendation for termination) in accordance with applicable policies. DDA may place a faculty or staff member on administrative leave during the pendency of a grievance process, provided that such action shall not modify any rights under Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act.

Sanctions Applicable to Non-Members of the DDA Community

For violations of this policy by non-members of the DDA community, disciplinary sanctions may include being temporarily or permanently barred from DDA or subject to other restrictions.

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, especially their FAQ's at 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. Request for a 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.

Diesel Driving Academy does not currently have a grading scale, it is purely assessed on a pass or fail basis. We currently do not list percentages on our transcript, as stated previously it is only pass or fail.

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.

Vocational Counseling Services

Diesel Driving Academy offers its students counseling services while in school. The Campus Director assists its students not only with placement services, but also with class schedules, attendance, transportation, counseling and case workers with funding services for school. The school also provides a list of counselors in the area if the student needs assistance for personal concerns they are coping with.

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 820 (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, 2025

	All On-Campus Property			Public Property (See Definition)			Grand Total		
	2023	2024	2025	2023	2024	2025	2023	2024	2025
Criminal Offense									
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	1	0	0	0	0	0	1
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
Hate Crimes									
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
Arrests									
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
Disciplinary Action									
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
Hazing									
	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 Veterans Readiness and Employment – VR&E).

Eligibility of Requirements

Prior to using VA educational benefits, All VA students must provide a Certificate of Eligibility (COE). The student is responsible for providing this documentation to the Financial Aid Department, once enrolled in classes. Once both the VA and the School Certifying Official (SCO) have approved the COE only then will the student be allowed to enter classes under VA Financing. The student must provide any additional documentation as recommended by the school, for example, any prior college transcripts. If the student does not have this documentation, the student may enter class under traditional financial aid until the student provides all of the necessary documentation. At this time, the school's SCO will get the documentation approved and retroactively certify the student under their respective VA chapter.

If a student is approved under VA Chapter 31 (Veteran's Readiness and Employment – VR&E), the student may not begin classes until they have completed all of the necessary paperwork with their respective VR&E representative and the school has received an approval Purchase Order through the Tungston Network for the student's education period prior to the start of class. The school also must be provided with the respective VR&E's name and contact information, including e-mail address.

No student will be fully certified until their respective conditional period has expired.

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

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

