# Florida Commercial Diving Institute



# 2025-2026 CATALOG

17212 US HWY 19 Hudson Florida 34667 352-209-1234

Version 2.2

PLEASE NOTE: The following agencies must be notified of all Catalog revisions: Commission of Independent Education

This catalog, with its policies, programs, and requirements represent an official publication of Florida Commercial Diving Institute, LLC. Students enrolling in FCDI are required to read this catalog carefully and are subject to all of the provisions within. Failure to read this catalog shall not excuse students from adhering to all of FCDI policies, and rules contained herein. Certified true and correct in content and policy by Sid Preskitt AMBR Signed 7/29/2024

# **Revision History**

VERSION	REVISION	DESCRIPTION	AUTHOR	AUTHORIZED
NUMBER	DATE			APPROVAL
1.o	15 July 2024	New catalog for FCDI,LLC	Joshua Lutz	Sid Preskitt
2.0	02 April 2025	Udated current employees	Joshua Lutz	Sid Preskitt
2.1	30 May 2025	Udated current employees, Graduation start/end dates and updated prices	Joshua Lutz	Sid Preskitt
2.2	17 July 2025 Tardiness guidelines and VA clearification		Joshua Lutz	Sid Preskitt

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# **GENERAL INFORMATION**

### **ACCURACY POLICY**

Although the editors and publisher of this catalog have made every reasonable effort to attain factual accuracy, no responsibility is assumed for editorial, clerical, or printing errors.

# **INTRODUCTION**

In accordance with the Higher Education Act of 1965 (HEA), as amended by the Higher Education Opportunity Act of 2008 (HEOA), Florida Commercial Diving Institute (herein referred to as FCDI) is required to disclose consumer information regarding its programs, policies, educational resources, and student body. For any additional information not listed in this catalog please contact FCDI directly.

The contents of this publication are not to be regarded as an irrevocable contract between the student and Florida Commercial Diving Institute, LLC. FCDI reserves the right to change any provision or requirement at any time within the student's term of attendance.

#### **OWNERSHIP**

The school is owned by Florida Commercial Diving Institute LLC, a corporation formed under the laws of the State of Florida.

Officer / Owner – Sid Preskitt / Joshua Lutz/ Ken Shelley

# **GOVERNING BODY**

Florida Commercial Diving Institute 17212 Highway 19 Hudson, FL 34667 352-209-1234

# **HOURS OF OPERATION**

The administrative office is open Monday through Friday 8:00 am to 4:00 pm. EST.

# POLICY ADVISORY COMMITTEE

Sid Preskitt- Director of Education Joshua Lutz- Operations Supervisor Ken Shelley- Chief administrator

# **FACULTY AND STAFF**

<u>Name</u>	<u>Position</u>	Certification Held	Years of Experience
Sid Preskitt	Supervisor	DCBC Supervisor	40
Ken Shelley	Supervisor	DCBC Supervisior	35
Joshua Lutz	Supervisor/ ADCI Supervisor	DCBC Supervisor	10
Doug Irish	Instructor	DCBC Supervisior	22
Mike Powers	Instructor	DCBC Supervisor	20
Christina Bryant	Office Manager		15

# **SCHOOL HISTORY**

Florida Commercial Diving Institute LLC, was established in 2024. It was formally known as Commercial Diving Technologies owned soley by Ken Shelley. Florida Commercial Diving Institute is now owned by Sid Preskitt, Ken Shelley and Joshua Lutz.

#### MISSION STATEMENT

Florida Commercial Diving Institute, LLC is a post-secondary vocational school designed to provide the commercial diving and maritime industries with entry level and post graduate personnel who excel in knowledge, skills, safety, and work ethics. Our training is comprehensive, rigorous, and designed with individual student career objectives, abilities, and interests in mind.

### **INSTITUTIONAL GOALS**

In order to fulfill its mission, FCDI strives to continuously improve and to carry out the following broad institutional goals:

- Improve Effectiveness FCDI will continuously strive to improve its operational effectiveness, provide students with access to funding, incorporate best practices, and create an atmosphere that supports student growth and development.
- **Build a Talent Pipeline** FCDI was developed by a skilled and dedicated team of working divers and dive supervisors with over a century of combined experience in the commercial diving industry. Our team has spent years working with industry employers, associations and experts in the field. We will leverage our relationships to build a talent pipeline and teach our students the skills they need to find lifelong employment in the exciting world of deep diving.
- **Professional Faculty** FCDI will employee a core team of experienced dive supervisors and staff that will continuously keep the curriculum up to date and aligned with industry demands.
- Create and Maintain Strategic Partnerships with Industry Associations FCDI will create and maintain strategic partnerships with industry associations, employers and certifiers that employ graduates and set industry standards.
- Academic Integrity FCDI's training programs will incorporate industry regulations, standards, and real-world tasks that enable students to work offshore on oil rigs, oil platforms, wind farms, hyperbaric welding on pipelines and salvage underwater at depths up to 1200 feet deep. FCDI's inshore programs incorporate industry regulations, standards and real-world tasks that enable students to work on dams, docks, salvage, nuclear power plants, hydro-electric dams, water treatment plants and more.
- **Hands-on Training** FCDI's programs and training facility will enable students to garner hands-on training at water depths of 250' with underground geological features, and on a front and center offshore platform. FCDI will also provide applied training exercises on in-water rigging, inspection techniques, assembling high-pressure pipeline flanges and necessary mechanical skills.
- **Job Placement** FCDI measures its success in meeting the goals set forth in the Mission Statement by the career placement of its graduates. FCDI will help students obtain gainful employment in the field and related fields. FCDI will continuously collect and report data on successful placement of its graduates in appropriate positions by utilizing the employment verification form and incorporate feedback in ongoing planning and curriculum development.

### PROGRAM AUTHORIZATION

Divers Certification Board of Canada (DCBC) is the organization that will issue the Unrestricted Surface Supplied Diver (USSD) Certification upon satisfactory completion of training through Florida Commercial Diving Institute, LLC. Florida Commercial Diving Institute, LLC will submit application for these certifications to DCBC. Students may not be eligible for employment without the DCBC certification.

DCBC 208-5209 St. Margaret Bay Rd, Upper Tantallon NSB32IE3

# **MEMBERSHIPS / AFFILIATIONS**

The institution holds active membership/affiliations and provides training approved by the following professional organizations:

Diver Certification Board of Canada (DCBC)
Diver Alert Network (DAN)
American Welding Society (AWS)

#### LICENSING

Licensed by the Commission for Independent Education, Florida Department of Education Additional Information regarding the institution may be obtained by contacting:

Commission for Independent Education 325 West Gaines Street, Suite 1414 Tallahassee, Florida 32399-0400 1-888-224-6684

### **ACCREDITATION**

FCDI is accredited thru the Diver Certification Board of Cananda.

The above angency is Internationally recognized by the International Marine Contractors Association (a trade association for the marine contracting industry)

# **CAMPUS FACILITIES**

The FCDI campus is located at 17212 Highway 19 in Hudson, Florida 34667. Conveniently located close to Tampa. The campus is situated on 4.5 acres with:

- 1-acre natural sinkhole 260 ft. deep
- Dive training platforms.
- Hyperbaric and decompression facilities
- Classrooms
- Restrooms and showers
- Welding Areas

Quantity	Equipment Item	Brief Description Of Equipment
4	LP COMPRESSORS	AIR SUPPLY
2	HP COMPRESSOR	AIR SUPPLY
10	BAILOUT BOTTLES	EMERGENCY AIR SUPPLY FOR DIVERS
6 2	DIVE HELMETS	FOR UNDERWATER BREATHING USE
2	WELDER	FOR METAL FABRICATION/INSTRUCTION
3	DDC	FOR DECOMPRESSION/RECOMPRESSION
2	FIRST AID KIT	EMERGENCY USE
2	O2 KIT	EMERGENCY USE
1	VIDEO EQUIPMENT	MONITORING DIVERS WHILE UNDERWATER
3	RACK BOX	SUPPLY AIR CONTROL
6	DIVERS RADIO	COMMUNICATE WITH DIVERS
7	DIVERS UMBILICALS	FOR AIR SUPPLY
1	IMPACT WRENCH	FOR U/W TRAINING
1	JACK HAMMER	FOR U/W TRAINING
1	CHAINSAW	FOR U/W TRAINING

	TEXTBOOKS,	LEARNING RESOU	RCES:	
THE PROFFESIONAL DIVER	RS HANDBOOK, JOHN B	BEVAN, OCT 15, 2011	(LATEST VERSION)	

# **ADMISSIONS**

#### GENERAL ADMISSION REQUIREMENTS

- 1. Students seeking admission should be mechanically adept, hardworking, self-motivated, responsible and of good physical and psychological health. Each Applicant must:
- 2. Must be 18 years of age on/before date of graduation (with parental consent, age 17) and submit the following in order to be admitted to FCDI:
- 3. Proof of date of birth
- 4. Be a High School graduate or possess a GED and submit the following to be admitted to FCDI:
- 5. Proof of education submit copy of the high school diploma, high school transcript, or recognized equivalent (GED)
- 6. DD214 (if high school diploma or GED is listed on it or indicated that student is a graduate)
- 7. Pass a Commercial Dive Physical
- 8. Sign a Release and Waiver of Liability Form
- 9. Be able to swim.

# PROGRAM-SPECIFIC ADMISSION REQUIREMENTS

Diver Medic Technician (DMT) and Underwater Burning Specialist (UBS) programs require applicants to hold a recognized Diver Certification.

# **APPLICATION PROCESS**

Applications are available on the FCDI website at www.FCDIdiving.com or may be requested by writing to: Florida Commercial Diving Institute, LLC

c/o Admissions Department

17212 Highway 19 Hudson,

FL 34667

Call the Admissions Office at (352) 209-1234 to review the Applicant's compliance with admission requirements.

- Complete and sign an Enrollment Agreement Form.
- All required forms should be submitted with a non-refundable registration fee of \$150.00.
- Students must pass a Commercial Dive Physical performed by a UHMS doctor. Though not required, it is
  preferred that the dive physical is performed prior to admission. If the student fails the physical, Florida
  Commercial Diving Institute will not be held responsible and certain fees may not be reimbursed. Please

refer to FCDI Refund Policy.

- Note: Dive physical requirements may vary by potential employer and/or region.
- The school will process the application when all required materials are received. Applicants will be notified within five (5) working days.

#### DISQUALIFYING CONDITIONS

According to the ADCI physical requirements, a person having any disqualifying conditions, as determined by a physician's examination, shall be disqualified from engaging in diving or other hyperbaric activities. See the ADCI website at <a href="www.adcint.org">www.adcint.org</a> for a list of disqualifying conditions. Prior criminal background or records may disqualify a candidate from obtaining a job after graduation but will not disqualify from attending FCDI.

### SCHOOL TOURS

Florida Commercial Diving Institute LLC, welcomes and encourages prospective students to tour the school's facilities prior to enrollment. During the tour, there will be an information session, a review of the industry related to the programs and a walking tour of the campus.

All tours are scheduled with the Admissions Department. Please call (352) 209-1234 or email fcdidiving@gmail.com to schedule a tour.

#### TRANSFER OF CREDIT AND ACCEPTING CREDITS OR PRIOR TRAINING.

The transfer of credit is at the discretion of FCDI. It is the student's responsibility to confirm whether or not credits will be accepted by another institution of the student's choice. This Institutions policy on granting credit for prior education and training SHALL meet all standards within the C.S.A Z275.4. The institution must have and keep written record of prior educationand training, to include but not limited to military training, prior to the students first day of class.

# VETERAN'S CREDIT FOR PREVIOUS EDUCATION OR TRAINING

The transfer of credit is at the discretion of FCDI. It is the student's responsibility to confirm whether or not credits will be accepted by another institution of the student's choice. The school must maintain a written record of the previous education and training of the veteran or eligible person and clearly indicate that appropriate credit has been given for previous education and training, with the training period shortened proportionately, and the veteran or eligible person so notified. This means that records of all prior education and training must be

obtained, evaluated, and credit granted toward the student's program as appropriate, regardless as to whether or not the student wants that credit transferred.

# NON-DISCRIMINATION POLICY

In accordance with Title IX of Education Amendments Act of 1972, Florida Commercial Diving Institute, LLC does not discriminate by denying admission due to race, ethnic origin, sex, gender, or religion. Florida Commercial Diving Institute, LLC does not discriminate on the basis of disability as mandated by the American with Disabilities Act of 1990. No otherwise qualified disabled person, solely on the basis of handicap, will be excluded from participation in, be denied the benefits of, or be subjected to discrimination in the administration of any educational program or activity including admission or access thereto or in treatment of employment therein by Florida Commercial Diving Institute, LLC. Within specific industry limitations, the admissions process, and acceptance to the program, is the same for individuals with special needs. Questions concerning accommodation of a disability should be addressed directly to the Chief Administrative Officer.

#### NON-IMMIGRANT ADMISSIONS

Non-Immigrant foreign students will be enrolled under the M visa for vocational and /or technical programs.

# PROGRAM OFFERINGS

# UNRESTRICTED SURFACE SUPPLIED DIVER (USSD) PROGRAM

The 27-week unrestricted program will certify you to a depth of 50m to weld and burn underwater, manage a wide range of energized tools, safely conduct in-water and chamber decompression dives, and to work on civil and offshore projects both in the U.S and International.

### UNRESTRICTED SURFACE SUPPLIED DIVER (USSD) - COURSE OUTLINE

• The course of study at Florida Commercial Diving Institute, LLC requires a minimum of twenty-seven (27) weeks. Classes are in session Monday through Friday from 7:00 am to 4:00 pm.

Practical Experience Hours 420
Classroom Hours 480
Total Clock Hours 900
Number of Weeks 27
Hours Per Day 8

- Florida Commercial Diving Institute, LLC offers a competency based, comprehensive and rigorous commercial diving program.
- Students will be provided knowledge and training in the following key areas:

- Diving Physics
- Diving Physiology
- Diving Equipment Systems
- Decompression and Emergency Management Procedures
- Dive Equipment and Procedures
- Practical Use of Diving Equipment
- Diving Hazards Legislation
- Diver Communication Systems
- Rigging
- Underwater Inspections and Searches
- Hand and Power Tools
- Water Jetting, Venturi Dredges and Lift Bags
- Cutting and Welding Equipment
- Underwater Explosives
- Underwater Construction Techniques
- Hyperbaric Chamber Operations
- Mixed Gas Diving
- Occupational Scuba Diving

Additionally, students will receive a minimum of 50 hours of bottom time learning the basic skills of surface-supplied diving in a shallow open-water environment.

The total hours for the program are accurate; however, individual course times are an approximation and may vary with everyone.

**Diving Physics** -25 clock hours—Diver shall understand the physical laws governing diving operations, including the states of matter, the properties of gases and liquids, and the units of measurement.

**Diving Physiology, Decompression & Emergency Procedures** -78 clock hours- Diver shall understand the relevant anatomy and physiology of the human body, with particular emphasis on the respiratory, circulatory, and central nervous systems.

**Diving Equipment and Procedures** -167 clock hours - Diver shall be competent in the proper setup, operation, and maintenance of various types of surface-supplied diving equipment and shall have sufficient knowledge and skills to ensure safe underwater operation.

**Practical Use of Diving Equipment** -440 clock hours- Diver shall be able to dive safely and competently using different types of surface-supplied diving equipment in open water of varying depths, bottom conditions, and water visibility. **Course includes the following subjects:** 

**Underwater Inspections & Searches** - Diver shall demonstrate the skills to use surface- supplied systems safely and effectively in the performance of underwater tasks.

**Hand & Power Tools** - Diver shall have a basic understanding of the function, operation, and safety requirements for hand tools and pneumatic and hydraulically activated tools.

Water Jetting, Airlifts, Venturi Dredges & Lift Bags - Diver shall have a basic knowledge of the use of high- and low-pressure water jets, lift bags, venture dredges, and air lifts.

**Cutting & Welding Equipment -** Diver shall have a basic understanding of the principles of operation of exothermic, oxy-arc cutting equipment and underwater electric arc-welding equipment.

**Underwater Explosives** - Diver shall understand the physics and the hazards of underwater blast injuries, circuits, techniques, and safety precautions.

**Underwater Construction Techniques** - Diver shall have a basic understanding of the construction methods used in diving operations and the elementary principles and procedures involved in salvage operations.

**Diving Hazards Legislation** -100 clock hours- Diver shall understand the federal / provincial legislation, standards, regulations, and guidelines pertinent to surface-supplied diving operations, diving plant, and equipment. Hazardous Waste Operations and Emergency Response, OSHA standard 29 CFR part 1910.120

**Diver Communication Systems** -10 clock hours- Diver shall be able to use modes of underwater communication safely and effectively.

**Rigging** -10 clock hours- Diver shall understand the principles and operation as well as demonstrate the use of rigging equipment used both on the surface and under water in support of diving – related operations.

**Hyperbaric Chamber Operations** -70 clock hours- Diver shall be able to operate a hyperbaric chamber safely and efficiently while treating occupants on accepted tables.

The Institution follows an independent course numbering system to assign courses in accordance with program requirements. The system is designed to identify courses and differentiate the level of study. Courses are numbered sequentially and assigned a number prefix depicting the course and Title.

UNRESTRICTED SURFACE SUPPLIED DIVER (USSD) – TUITION AND FEES

Florida Commercial Diving Institute LLC reserves the right to change the charges for tuition and expenses without written notice.

Unrestricted Surface Supplied Diver (USSD)Tuition \$28,900.00

Registration Fee (Non–Refundable) \$150.00

Books and Supplies \$300.00

Open Water Scuba Certification (If applicable) \$350.00

Commercial Dive Physical (If applicable) \$457.00

TOTAL COST \$30,157.00

# UNRESTRICTED SURFACE SUPPLIED DIVER (USSD) - REQUIRED EQUIPMENT

Equipment costs vary depending on individual needs. Students may utilize previously owned or purchased equipment or current certification credentials. Estimated cost breakdown of required equipment (not included in tuition) is as follows:

EQUIPMENT / SUPPLY NAME	ESTIMATED PRICE
Safety Glasses - ANSI Approved	\$5.00
Hard Hat - ANSI Approved	\$20.00
Boots - Steel Toe	\$55.00
Personal Floatation Device (PFD)	\$50.00
Diver/Supervisor Logbook	\$40.00
Professional Diver's Handbook	\$45.00
Student Workbook	\$40.00
5 - FCDI Shirts	\$80.00
Wetsuit	\$290.00

Mask	\$45.00
Snorkel	\$20.00
Fins	\$120.00
Dive/Rubber Gloves	\$90.00
Dive Booties	\$100.00
Weight Belt	\$150.00
Dive Knife	\$75.00
Underwater Flashlight	\$150.00
Coveralls	\$50.00
Scuba BCD	\$700.00
Dry Suit	\$800.00
Welding Hood	\$50.00
Welding Gloves	\$20.00
TOTAL	\$2,995.00

Total cost of attendance is calculated by adding tuition, fees, supplies and required equipment. The cost estimates listed above represent the minimum price per item and are subject to change. NOTE: Some items can be rented.

# DIVER MEDIC TECHNICIAN (DMT) PROGRAM

This 80 hours of the Diver Medic Technician.

# DIVER MEDIC TECHNICIAN (DMT) - COURSE OUTLINE

The course of Study at Florida Commercial Diving Institute, LLC requires a minimum of two (2) weeks, eighty (80) HRS. Classes are in session Monday through Friday from 7:00 am to 4:00 pm.

•	Practical Experience Hours	20
•	Classroom Hours	60
•	TOTAL CLOCK HOURS	80
•	Number of Weeks	02
•	Hours Per Day	08

- Florida Commercial Diving Institute, LLC offers a competency based, comprehensive and rigorous Diver Medic Technician program.
- Students will be introduced to advanced critical skills and diagnostic tests to help make appropriate diagnosis and treatment decisions, with emphasis on effective communication with a diving physician and carrying out critical care by the physician's direction. Students will get extensive practice doing advanced invasive procedures including Advanced Airway, Wound Closure (sutures and staples), Urinary Catheterization, Chest Decompression (needle thoracentesis, and chest tube placement), Intravenous Infusion, and drug administration. Ten percent of the course will be taught by a diving physician, who will cover medical equipment, sterile procedures, and effects of drugs in diving. The final testing will be done in a practical setting inside the recompression chamber, along with a written exam.

# DIVER MEDIC TECHNICIAN (DMT) - ADMISSIONS REQUIREMENT

The DMT course is open to firefighters, EMTs, commercial divers, military divers, combat medics and others who qualify as described below. To qualify for certain DMT course certifications, you will meet the following prerequisites for each category/certifying organization. If you do not meet either category of these prerequisites for the course, you may request an interview with the course director to determine your eligibility to attend the course and receive appropriate certifications.

# Prerequisites for Divers

Individuals attending the course must be a graduate of a recognized commercial diving program Must have a current Dive Physical within one year of the course start date Must hold an Internationally recognized Diver Certification

# Prerequisites for Divers Seeking Board Certification

Each Applicant must meet the following to register for the IBUM or NBDHMT recognition.

A copy of an up to date emergency medicine training completion certification or IBUM candidates must show they at some point held a valid EMT certification.

Documentation can include any of the following: DOT/NHTSA approved training course certificate, Current Restricted Registry of EMT or paramedic certification or Current State EMT, or higher,

licensure/certification card. A "Fitness to Work in a Pressurized Setting" medical certificate. The applicant does not have to be deemed fit to dive. Rather, they should be considered medically fit to pressure-up in a recompression chamber.

FCDI does not guarantee certification following course completion. After completion of the training course has been satisfactorily undertaken the DMT can apply to take the DMT certification examination.

NOTE: There is an registration fee to take the NBDHMT or the IBUM exam—not included)

# DIVER MEDIC TECHNICIAN (DMT) - TUITION AND FEES

Florida Commercial Diving Institute, LLC reserves the right to change the charges for tuition and expenses without written notice.

Diver Medic Technician (DMT) Tuition \$2,800.00
Registration Fee (Non–Refundable) \$150.00
Required Equipment Included

TOTAL COST \$2,950.00

Total cost of attendance is calculated by adding tuition and fees.

# UNDERWATER BURNING SPECIALIST (UBS) PROGRAM

This program consists of one (1) week, fourty (40 HRS) of the Underwater Burning Specialist.

# UNDERWATER BURNING SPECIALIST (UBS) - COURSE OUTLINE

The course of Study at Florida Commercial Diving Institute requires a minimum of one (1) week. Classes are in session Monday through Friday from 7:00 am to 4:00 pm.

Practical Experience Hours	30
Classroom Hours	10
TOTAL CLOCK HOURS	40
Number of Weeks	01
Hours Per Day	80

Florida Commercial Diving Institute LLC offers a competency based, comprehensive and rigorous Underwater Burning Specialist program.

The course objective is to train divers in the advanced skill of underwater Burning/Cutting. Students will be provided knowledge and training in the following key areas:

Burning safety classroom Testing Practical instruction

# **Admissions Requirements**

Must have a current Dive Physical within one year of the course start date Must hold an Unrestricted recognized Diver Certification

# UNDERWATER BURNING SPECIALIST (UBS) – TUITION AND FEES

Must have a current Dive Physical within one year of the course start date Must hold an Unrestrictedly recognized Diver Certification

Florida Commercial Diving Institute, LLC reserves the right to change the charges for tuition and expenses without written notice.

Underwater Burning Specialist (UBS) Tuition	\$3,200.00
Registration Fee (Non–Refundable)	\$150.00

Required Equipment Included

TOTAL COST \$3,350.00

Total cost of attendance is calculated by adding tuition and fees

### 2025-2026 PROGRAM SCHEDULE

# **Unrestricted Surface Supplied Diver (USSD) Start Dates**

January 06,2025 June 11,2025 February 03,2025 August 08,2025 March 03,2025 September 05, 2025 April 07,2025 October 10,2025 November 07,2025 May 05,2025 June 02,2025 December 12,2025 July 07,2025 January 30,2026 August 04,2025 February 27, 2026

September 02,2025 March 27,2026 \*\* Starts on Tuesday\*\*

 October 06,2025
 April 01,2026

 November 03,2025
 May 29,2026

 December 01,2025
 June 19,2026

# **Diver Medic Technician Start Dates**

Starts the Monday After USSD graduation -ends the following Monday. Throughout 2025

# **Underwater Burning Specialist Start Date**

Starts the Monday After USSD graduation -ends the following Monday. Throughout 2025

# SCHOOL CLOSURE AND HOLIDAY SCHEDULE

# SCHOOL CLOSURE AND HOLIDAYS SCHEDULE FCDI IS CLOSED

May 26,2025 Memorial Day July 4,2025 Independence Day

September 01,2025 Labor Day November 11,2025 Veteran's Day

FCDI is closed for Thanksgiving Break: November 24,2025-November 28,2025

# **FCDI** is closed for Christmas Break:

December 22,2025-January 02, 2026

# FINANCIAL POLICY

### **PAYMENT OPTION**

Payments may be made using credit card (Visa, MasterCard), cash, money order, cashier's check, or certified check. A \$25.00 fee will be charged for all returned checks. After three returned checks, subsequent check will not be accepted.

# THIRD PARTY FINANCING

Florida Commercial Diving Institute LLC has collaborated with Wurthy.co a third-party financing companies. These lenders provide simple, fast, and affordable loans with low interest rates for our students. Lenders can provide primary funding for our programs as well as "gap" funding for students with other primary funding sources.

### IN-HOUSE FINANCING

See the Enrollment Agreement for In-House financial options. For more information on any Financial Assistance programs please contact the school's Finance Department.

### CANCELLATION AND REFUND POLICY

FCDI maintains a fair and equitable, clearly defined, and uniformly administered cancellation and refund policy for cancellations, withdrawals and terminations. The policy is designed to be most equitable to the Student and complies with Florida Commission on Independent Education (CIE) requirements.

A pro-rated refund of all tuition and fees is due and refundable in each of the following cases:

- If the course of instruction is discontinued by FCDI and this prevents the Student from completing the course
- Student's enrollment was procured as a result of any misrepresentation in advertising, promotional materials of the school, or representations by the owner or representatives of the school
- Other circumstances of program deficiencies or violations of requirements for career schools and FCDIs

# Obligation:

FCDI does not financially obligate students for more than twelve months at a time. Refund computations apply to stated charges attributable to the given period of financial obligation. All students are treated equitably with respect to charges and refunds based on the source of funding or the timing of disbursements or payments. FCDI completes and documents refund calculations for each Student who cancels, withdraws or is withdrawn from training. To ensure timely and accurate refunds, FCDI will consider the following:

Start Date
Last Date of Attendance (LDA)
Date of Determination (DOD) \*
Charges to the Student
Total Amount Paid
Weeks earned and resulting percentage of program completed

\*DOD: The date of determination (DOD) is the date the Student gives written or verbal notice of withdrawal to FCDI or the date FCDI terminates the Student, or by applying the attendance, conduct or Satisfactory Academic Progress policies.

**Program/Course Cancellations**: FCDI reserves the right to cancel any program or course at any time. All tuition and fees will prorated from the time of the student's enrollment till the time of cancelation. If a program/ course is canceled before the start date then the student will receive a full refund of all tuition and fees to include the \$150 registration fee, related to the program/course will be returned to the student if the cancellation made by FDCI.

# 72 Hour Cancellation Policy

A full refund will be made to any student who cancels the enrollment contract within 72 hours (until midnight of the third day excluding Saturdays, Sundays, and legal holidays) from the enrollment period **start date** less the \$150 registration fee.

# Cancellation Prior to Start of Class or No Show

If an applicant accepted by FCDI cancels **prior** to the start of scheduled classes or never attends class (no-show), all monies paid to FCDI will be refunded, less the \$150 registration fee.

# Cancellation within the Three-Day Trial Period

Cancellation within the Three-Day Trial Period: FCDI enables new students and in accordance with [6E-1.0032 Fair Consumer Practices. 3. As an alternative, an institution that charges tuition for a term, quarter, semester or other time period that is less than the duration of the entire program may establish a drop/add period which shall be no less than 10 percent of the period for which the student is financially committed, or one week, whichever is less. If the student

withdraws before the end of the drop/add period, the student will be refunded all tuition and fees, as well as any funds paid for supplies, books, or equipment which can be and are returned to the institution.], to cancel within 72 hours (until midnight of the third day excluding Saturdays, Sundays, and legal holidays) of training start, or the "Trial Period." The policy applies to new students enrolled in FCDI programs only. Students considered a cancellation under the "trial period" policy will have all tuition charges refunded. All monies paid to FCDI will be refunded, less the \$150 registration fee.

# Refund Policy for Veterans

The refund of the unused portion of tuition, fees, and other charges for veterans or eligible persons who fail to enter a course or withdraw or discontinue prior to completion will be made for all amounts paid which exceed the approximate pro-rata portion of the total charges that the length of the completed portion of the course bears to the total length of the course. The proration will be determined on the ratio of the number of days or hours of instruction completed by the student to the total number of instructional days or hours in the course. The school may retain a registration fee of no more than \$10, a breakage fee for no more than the exact amount of breakage, and fee for consumable supplies for no more than the amount of supplies actually consumed-38 CFR 21.4255

# Refund Policy for Students Called to Active Military Service

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

• 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 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.

The assignment of an appropriate final grade or credit for the courses in the program, but only if the instructor(s) of the program determine that the Student has:

 Satisfactorily completed at least 90 percent of the required coursework for the program; and demonstrated sufficient mastery of the program material to receive credit for completing the program.
 The payment of refunds will be totally completed such that the refund instrument has been negotiated or credited into the proper account(s) within 30 days of the effective date of determination.

Refund Due Dates

**No Shows and Cancellations**: If an applicant never attends class (no-show) or cancels the contract prior to the class start date, all refunds due will be paid within thirty (30) calendar days of the first scheduled day of class or the date of cancellation, whichever is earlier.

**Enrolled Students:** For an enrolled student, the refund will be calculated using the last date of attendance (LDA) and be paid within thirty (30) calendar days from the documented date of determination (DOD). If a student provides advanced notice of withdrawal such that the 30-day window for refund processing ends before the last date of attendance, the refund must be paid within thirty (30) calendar days from the last date of attendance.

# PROGRAM / COURSE CANCELLATION POLICY

FCDI reserves the right to cancel any program or course for which there is insufficient enrollment. All tuition and fees related to the program/course will be returned to the student if there is a cancellation.

# **Program Refund Policy**

- Refund computations will be based on scheduled course time of class attendance through the Last Date of Attendance (LDA).
- Leaves of absence, suspensions and school holidays will not be counted as part of the scheduled class attendance
- The effective date of termination for refund purposes will be the earliest of the following:
- The last day of attendance if the Student is terminated by the school; and/or
- The date of receipt of notice from the Student; and/or
- By applying the attendance, conduct, or Satisfactory Academic Progress policies; and/or
- Three consecutive school days (absent without an LOA, excused absence, or providing notice to the school) following the last date of attendance.
- If tuition and fees are collected in advance of entrance and if after expiration of the 72-hour cancellation privilege the Student does not enter school, not more than \$100 registration fee shall be retained by FCDI for the entire program.
- The minimum refund of the remaining tuition and fees will be the pro-rata portion of tuition, fees and other charges that the number of hours remaining in the portion of the course or program for which the Student has been charged after the effective date of termination bears to the total number of hours in the portion of the course or program for which the Student has been charged.
- Student may not collect a refund if the Student has completed 50 percent or more of the total number of hours in the portion of the program for which the Student has been charged on the effective date of termination; the refund is based on the precise number of course time hours the Student has paid for, but not yet used, at the point of termination, up to the 50% completion mark, after which no refund is due.

# **ACADEMIC POLICY**

#### **TARDINESS POLICY**

• A student arriving after attendance has been taken is considered tardy and will be marked absent. If a student is late three (3) times or leaves just class early is equivalent to one (1) absence. All class time missed in excess of 15 minutes must be made-up by the student prior to graduation. Tardy is defined as being late for any class or official school function (including physical training), instances of being tardy do not carry forward to another model (month) unless enough or accumulated to convert into an absence. Absences converted from instance of being tardy **do** count in the cumulative total.

### ATTENDANCE POLICY

- Successful completion of training at Florida Commercial Diving Institute can only be achieved through regular, punctual attendance.
- Each student's progress is monitored on a daily basis for attendance and each student is required to maintain the scheduled class hours on a cumulative basis during each evaluation period.
- An evaluation period is defined as one (1) module or five (5) weeks.
- Attendance is taken three (3) times a day by management and/or the instructors.
- Management documents attendance 1) at class start; 2) after lunch; and 3) at the end of each day. All students that are not present during these checkpoints are marked as absent.
- Students enrolled in the Unrestricted Surface Supplied Diver (USSD) program may not miss more than three (3) days in any module and not more than ten (10) days in the total program.
- Students absent more than the maximum number of days allowed during any module will have to repeat the module.
- All extensions beyond the original term of obligation will require tutoring.
- Tutoring will be provided, and students will be charged for additional time based on the following rate: USSD = \$265/day
- Absences may be excused with supporting documentation (i.e. Doctor's Note) or pre-approval from FCDI faculty or management.
- Excused absences do not count against attendance for the purposes of determining compliance.
- Students that are receiving VA Educational Benefit will be terminated from their educational benefits if they do not meet the attendance policy or standards of the program.
- To show that the cause of unsatisfactory attendance has been removed, students must show good attendance for one calendar month after being terminated for unsatisfactory attendance.
- After such time, the student may be recertified for VA education benefits.
- The student's attendance record will be retained in the veteran's file

• for VA and SAA Audit purposes. – 38 CFR 21.4254

If a student fails to meet the attendance standard, they will receive a documented warning or notice of probation. All absences are recorded in the student's permanent record. The following is the sequence of events that will take place when a student's absences exceed the number allowed per program:

- Five (5) unexcused absences for students enrolled in the Unrestricted Surface Supplied Diver (USSD)
  program will result in a verbal warning and additional explanation of FCDI's Code of Conduct Attendance
  Policy.
- If a student accumulates three (3) unexcused absences in a module, he or she may be withdrawn from the program. Termination from the program is at the discretion of the Director of Education or School Director.
- Failure to notify FCDI or contact management regarding an absence for three (3) consecutive days will result in withdrawal from the program.
- Students who have been terminated due to attendance may appeal the decision to the School Director. Appeals must be in writing and submitted to the School Director within two (2) days of the date of withdrawal. The Director will notify the student of their decision in writing within seven (7) days.

### LEAVE OF ABSENCE

Students may take a "Leave of Absence" (LOA) for legitimate reasons such as family emergencies, illness, or death of immediate family member. When a student takes a LOA, he/she must notify FCDI management. Students unable to contact management due to illness or an emergency may be eligible for a retroactive LOA. The student, family member, or emergency contact should notify FCDI immediately in these circumstances. All LOA's must be provided in writing. Failure to return following the scheduled LOA will result in automatic withdrawal from the program.

Maximum allowable leave of absence is equal to one-half (.5) of the published program length for all programs. Multiple leave of absences may be permitted provided the total days missed does not exceed the limit for each specific program.

\*\*\*Veteran students may not receive VA educational benefits while on leave of absence\*\*\*

### **RE-ENTRY**

A student that was terminated for any reason must schedule an interview with the Director of Education. Reentry will be considered based on class availability and the student's standing with the Institute. The student will be required to follow the required admission procedures and pay the pro rata new charges which equal twenty-

five percent (25%) of the base tuition. This policy may be waived for extenuating circumstances and must be documented in the student's file. All determinations are final.

# **GRADING SYSTEM POLICY**

# **DEFINITIONS**

The definition of a USSD enrolled full-time student is a minimum of twenty-six (26) clock hours per week. The definition of an academic year is a minimum of nine hundred (900) clock hours or twenty-six (26) weeks. The definition of one (1) clock hour is equal to fifty (50) minutes of instructor-led training followed by an appropriate break.

### **CLASS INSTRUCTOR RATIOS**

Florida Commercial Diving Institute, LLC has a maximum student to teacher ratio of twenty (20) students to one (1) instructor in lab situations and thirty (30) students to one (1) instructor in classroom situations. The curriculum varies for each program and has been designed to prepare students to go to work upon graduation.

#### ACADEMIC GRADE

For each course of the text the student will be given one quiz. Passing grades are a minimum of 80% out of a possible 100%. Work is graded according to the following schedule:

Grade	<b>Definition</b>
Α	94 – 100%
A-	90 – 93%
B+	87 – 89%
В	84 – 86%
B-	80 – 83%
F	79 or Below
<b>I</b> *	Incomplete
R	Repeat
W	Withdrawal

<sup>\*</sup>Incomplete grades will convert to a failing grade (F) if the student does not contact the school or make up missed course work within five (5) calendar days after the end of the course.

# **OVERALL GRADE**

Total of all test scores divided by number of tests = Test Final Average Total of all quiz scores divided by number of quizzes = Quiz Final Average

TEST FINAL AVERAGE + QUIZ FINAL AVERAGE DIVIDED BY 2 = OVERALL ACADEMIC AVERAGE

# **INCREMENTS FOR EVALUATION**

Students will be evaluated on practical skills at the mid-point of their training with Florida Commercial Diving Institute, LLC. USSD evaluations after first module (5 weeks). At this point they must have a cumulative average of 80% to be considered as maintaining Satisfactory Academic Progress.

### PRACTICAL GRADE

The student is given a daily grading score on his/her ability to interact with the classmates, instructors, and subject matter, both in the water and out of the water.

Factors such as LATENESS, ATTITUDE and GENERAL WORK ETHICS, will affect the grade. Any absent day will result in a ZERO for that day. A minimum of 80% is required.

WEEKLY - DAILY GRADE / EXAMPLES:

Monday	Tuesday	Wednessday	Thursday	Friday	AVERAGE
85	95	90	92	95	91.4

#### PRACTICAL FINAL AVERAGE

Total weekly average divided by weeks = Practical Final Average

# SATISFACTORY ACADEMIC PROGRESS POLICY (SAP)

Student progress will be informally monitored at the end of each course. This process is conducted for ALL students. A formal Academic review will occur at the conclusion of each Module. In order for a student to graduate on time, remain in good standing and avoid the possibility of additional tuition cost they must maintain SAP standards, which consists of both qualitative and quantitative elements. All requirements for maintenance of SAP, whether for transfer, readmitted, or active students, must be completed within the constraints mandated by "maximum time frame". The maximum time frame may not exceed 150% of the length of the program (measured in clock hours) as stated in the catalog.

The maximum time frame is not applicable to veterans for determination of SAP. Students that are receiving VA Educational Benefit will be terminated from their educational benefits if they do not meet the attendance policy or standards of the program.

# QUANTITATIVE ELEMENT

An evaluation period is defined as one (1) Module or five (5) weeks. During each evaluation period students are required to maintain a minimum 80% attendance rate. Florida Commercial Diving Institute, LLC specific program requirements attendance rate is 90% cumulatively during the course or must be evaluated in a ratio of "attempted" to "earned" hours.

If a student fails to meet the quantitative (attendance) element, he or she will be placed on probation and required to make up missed time by the end of the next module. Administrative withdrawal from the program will result if the student does not achieve SAP during the probationary period.

# QUALITATIVE ELEMENT

Students are required to maintain a minimum of 80% academic average at the end of each evaluation period. The qualitative element of SAP will be evaluated at the mid-point and end of their program.

A student who achieves less than a score of 80% on a written or practical quiz/examination will be required to retake the quiz/examination within five (5) school days. Provided a passing grade is achieved (80% or greater) for the retake, the maximum score given for the quiz/examination will be 80%. Students failing the examination retake will be required to repeat the entire module. If, after repeating the module, the student still fails the examination, that student will be administratively dismissed from the program. In addition to module examinations, a final assessment is administered and is subject to the same 80% pass rate. A student must achieve a passing score on all module examinations before they will be allowed to take the final assessment. No failures are permitted for any exam. The exception to this rule is that a student, at the sole discretion of the Director of Education, may be administered an oral examination in lieu of the module tests and/or final exam. Oral exams are subject to the same rules as written exams.

Students that do not achieve satisfactory academic progress at the midpoint evaluation will be placed on probation for a period of 1 module (5 weeks). Should the student fail to maintain an overall average of 80% while on probation, he/she will be counseled by the Director of Education, which may result in termination.

# MAKE-UP WORK

Every effort will be made to accommodate a student who requires make-up work or for which a grade of "failure" or "incomplete" was earned. It is the responsibility of the student to make arrangements to complete the required work.

All makeup work must be completed within two (2) weeks of when the assignment was due, or the class was missed. A student may not sit for a final exam until ALL makeup work is completed and a satisfactory grade was earned. All dive time make-up required for graduation will be at the discretion of the Lead Instructor.

# **ACADEMIC PROBATION**

Probation is the status assigned to a student after she/he fails to meet satisfactory Academic Progress standards. A probationary period may not exceed one Module or 5 weeks. If a student fails a test, the student is entitled to two retakes. Retake test scores have been capped at 80% no matter if the retake test score was higher. Should a student fail both retakes for a subject in the first 4 weeks of training, FCDI will place the student on academic probation and move the student back to the next class that has space available.

#### APPEALS POLICY

Appeals to this policy must be made to the Director of Education's Office.

Students who have been dismissed may appeal in writing within five (5) school days.

The appeal must be accompanied by documentation of the mitigating circumstances that have prevented the student from attaining satisfactory academic progress.

The Director of Education will review the appeal, and the student will be notified in writing within five (5) school days of the decision.

The appeal decision is final.

Students reinstated upon appeal are on a probationary status for the next evaluation period, during which time they must meet the terms and conditions set forth.

At the end of the evaluation period, the student's academic status will be reviewed.

#### INCOMPLETE POLICY

Time missed due to absences must be made up to pass the subject. An incomplete will be given for any week(s) where a student did not complete the week(s) due to absences or insufficient academic performance. Should a student receive an incomplete for any week(s) of training, the student will be notified by the next month's evaluation. During the finals week the student will be given the dates following graduation that the subject will be available for makeup. In this case, all Certifications will be held until satisfactory completion of makeup work has been completed.

Should a student choose not to make up the time missed, the incomplete grade will be turned into a failed grade for the week(s) in question. If the time missed due to absences causes the student to miss more than 10% (90 Hours) of the total program, the excess time must be made up in order to graduate.

# **FAILURE POLICY**

Time missed will be made up after graduation and students will be charged for additional time based on the following rate:

USSD = \$265 per day.

All Educational Objectives must be passed in order to receive a diploma.

Students that fail a subject may appeal in writing to the Director of Education. A weekly grade of 80% will be awarded if the student achieves a passing score.

All student requests for makeup classes after the students scheduled graduation date must be submitted to the Director of Education within one week of the student's notification of failed week.

# **GRADUATION REQUIREMENTS**

All candidates for graduation must meet the following criteria to receive certifications:

Satisfactory attendance record in accordance with the attendance policy. Successful completion of all required practical, lab, and academic course work A minimum cumulative percentage of 80% or higher Has fulfilled all financial obligations

If a student fails to fulfill the requirements listed above, he/she will not be permitted to obtain job placement assistance. Further, no certificates of achievement will be issued, and no transcripts will be released for students who are not in good financial standing.

### **CERTIFICATION**

Upon meeting all requirements for graduation and completing the program the graduate will be awarded the following certifications (as applicable):

CPR/First Aid, AED & O2 Provider Certification from Divers Alert Network (DAN) NDT / MPI Certification from Florida Commercial Diving Institute

- Topside Welding for Divers Certification from Florida Commercial Diving Institute
- Underwater Welding Certification from Florida Commercial Diving Institute
- Job Safety Hazard Analysis Certification from Florida Commercial Diving Institute
- Rigging Certification from Florida Commercial Diving Institute
- Kirby Morgan Hat User Operator Training Certification from Florida Commercial Diving Institute
- Scuba Diver Certification\*
- Chamber Operator Certification from Florida Commercial Diving Institute LLC

\*\*\*\*\*\*No certificate will be awarded until ALL academic, attendance and financial requirements have been satisfactorily met.\*\*\*\*\*

### **COLLECTIONS**

FCDI may utilize third party collections companies for students with delinquent tuitions and/or any other monies owed.

# STUDENT SERVICES

#### STUDENT RECORDS

All pertinent information within records and files of past and present students will be held at the Florida Commercial Diving Institute in a locked storage space for 10 years. Each Student has a record and file, which will be accurately updated and maintained while attending FCDI.

Current Students' records and files will be updated accurately and stored in a file cabinet at the administration office.

Upon graduation, the record and file will be stored in a file cabinet, under the titled year of the students graduation, and then moved to the designated locked storage space.

Students have the right to review their education records. Students are allowed to amend inaccurate information contained in their records. If a request is denied, the school allows the student to request a hearing to challenge the contents of the education records, on the grounds that the records are inaccurate, misleading or violate the rights of the student. Students have the right to provide consent for the disclosure of their records. The school notifies student of their rights to inspect and review education records. The school includes in that notification the procedure for exercising their right to inspect and review education records. The school maintains a record in the student's file listing to whom personally identifiable information was disclosed and the legitimate interests the parties had in obtaining the information (does not apply to school officials with a legitimate educational interest or to directory information).

# **ACCESSIBILITY TO RECORDS**

Students will have the right to access pertinent portions of their records within reason. Administrators will have access as necessary per requirements of their job. Request for viewing documentation must be made in a timely fashion. Sending and receiving records while maintaining FERPA regulations. Space will be available for individuals to review requested documentation in the administration office while in the presence of supervising staff. Copying of any or all of a file is prohibited unless permission is given by the head administrator. Removal of any files from the main campus is strictly prohibited. Destruction of files or records of students is strictly prohibited.

# Accessibility to Records Procedure

Request for viewing documentation must be made in a timely fashion.

Space will be available for individuals to review requested documentation in the administration office while in the presence of supervising staff.

Copying of any or all of a file is prohibited unless permission is given by the head administrator.

Removal of any files from the main campus is strictly prohibited.

Destruction of files or records of faculty, staff and students is strictly prohibited.

### SCHOOL RECORDS DISCLOSURE POLICY

FCDI generally will not permit disclosure of personally identifiable information from the records of a student without prior written consent of the student. Personally, Identifiable Information (Directory Information) and academic information is disclosed (some items are mandatory, some discretionary) from the records of a student without that student's prior written consent to the following individuals or Colleges or in the following circumstances, directory information (see below)

- To a parent or guardian regarding the student's violation of any federal, state, or local law or of any rules or policy of the school governing the use or possession of alcohol or a controlled substance if the school determines that the student has committed a disciplinary violation with respect to that use or possession, and the student is under 21 at the time of the disclosure to the parent.
- To accrediting commissions or state licensing or regulatory bodies to carry out their functions.
- To appropriate parties in health or safety emergencies.
- To certain officials of the United States Department of Education, the Comptroller General of the United States, the Attorney General of the United States, and state and local educational authorities.
- To comply with a judicial order or lawfully issued subpoena.
- To officials of FCDI who have been determined by the school to have legitimate educational interests in the records. A school official is a) person employed by the school in an administrative, supervisory, academic or research, or support staff position; or b) any school official who needs information about a student while performing instructional, supervisory, advisory, or administrative duties for FCDI has a legitimate educational interest.
- To organizations conducting certain studies for or on behalf of the school.
- To an alleged victim of a crime of violence or a non-forcible sexual offense, the results of the disciplinary proceedings conducted by the school against the alleged perpetrator of that crime or offense with respect to that crime or offense. In addition to the victim of a crime of violence or non- forcible sexual offense, the School may disclose to other persons the final results of the disciplinary proceedings described in above, but only if the School has determined that a student is (a) the perpetrator of violence or a non-forcible sexual offense, and (b) that the allegation results in a violation of the Institution's rules or policies. The school, in such instances, may only disclose the name of the perpetrator -not the name of any other student, including a victim or witness without the prior written consent of the other student(s).

### DIRECTORY INFORMATION

FCDI designates the following information as directory information (personally identifiable information) which may be disclosed without the student's consent:

Student's name:

Address: Local, e-mail and web site

Telephone number (local)

Program of study:

Participation in officially recognized activities:

Dates of attendance:

Certificates awarded:

Photograph of the student, if available

Enrollment status (i.e., enrolled, continuing, future enrolled student, re-entry, withdrawn)

Correction of Educational Records

Students have the right to ask to have records corrected which they believe are inaccurate, misleading, or in violation of their privacy rights. The following are the procedures for the correction of records:

- A student must submit a request in writing to amend a record. As part of the request, the student should identify the part of the record they want to have changed and specify why they believe it to be inaccurate, misleading, or in violation of his/her privacy rights.
- FCDI may either amend the record or decide not to amend the record. If FCDI decides not to amend the record, it will notify the student of its decision and advise the student of the right to a hearing to challenge the information believed to be inaccurate, misleading, or in violation of the student's privacy rights.
- Upon request, FCDI will arrange for a hearing and notify the student reasonably in advance of the date, place, and time of the hearing. The hearing will be conducted by an individual who does not have a direct interest in the outcome of the hearing. That individual may be an official of FCDI. The student shall be afforded a forum for the opportunity to present evidence relevant to the issues raised in the original request to amend the student's education records. The student may be assisted by other people, including an attorney.
- FCDI will prepare a written decision based solely on the evidence presented at the hearing. The decision will include a summary of the evidence and the reasons for the decision.
- If, because of the hearing, FCDI decides that the information is inaccurate, misleading, or otherwise in violation of the privacy rights of the student, it will (a) amend the record accordingly and (b) inform the student of the amendment in writing.
- If, because of the hearing, FCDI decides that the information in the education record is not inaccurate, misleading, or otherwise in violation of the privacy rights of the student, it shall inform the student of the right to place a statement in the record commenting on the contested information in the record or stating why he or she disagrees with the decision of the school.

### ACADEMIC ADVISING AND STUDENT COUNSELING

The Director of Education is available to help students with academic issues and refer them to instructors who can assist with tutoring. If the student requires personal counseling the Director of Education, who will assist the student or make appropriate referrals to community resources. The Director of Education will help students manage their budgets and investigate part time employment opportunities.

### STUDENT SATISFACTION

Florida Commercial Diving Institute Institutes student satisfaction feedback system is an ongoing effort to obtain feedback from students in a systematic way.

Student satisfaction reflects the effectiveness of all aspects of the educational experience. Student satisfaction is the most important key to continued learning and success. All feedback forms and surveys are reviewed by the General Manager.

### STUDENT COMPLAINTS

Students should attempt to resolve any issues with an instructor or staff member when the issue arises. If the student is unable to do so on their own, they shall make a written notice to the administrative offices outlining the details of the complaint. A conference with the student making the complaint will take place within five (5) business days of the complaint. If the issue cannot be resolved at the informal conference, the complaint will be forwarded to the President of IDI for review. The President will meet with the student and a final determination as to resolution, if warranted, will be made within three (3) business days.

### FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA)

The Family Educational Rights and Privacy Act (FERPA) of 1974 also known as the Buckley Amendment was passed by Congress. It is a federal law protecting the privacy of educational records by establishing student rights to inspect, review their educational records and to provide protection guidelines through informal and formal hearings.

Rights guaranteed to students:

The right to review and inspect their educational records.

The right to request, amend and insert their records.

The right to limit disclosure of personally identifiable information contained in their student records.

The right to file a complaint to the United States Department of Education.

No Student information of any kind will be distributed without a Student Consent for Release of Records signed by the student.

The name and address of the Office that administers FERPA is listed below: Family Policy Compliance Office U.S. Department of Education 400 Maryland Avenue, SW. Washington, DC, 20202-8520

# **CAREER SERVICES**

### CAREER COUNSELING

Florida Commercial Diving Institute, LLC maintains a career counseling and job assistance service. Through its many contacts throughout the related industries, the school is committed to assisting graduates with finding entry-level employment. Further, Florida Commercial Diving Institute, LLC also extends this service to its alumni. Florida Commercial Diving Institute, LLC does not guarantee students employment upon graduation.

## **COMPLETION / PLACEMENT RATES**

(January 2021 - December 2021)

Placement rates are the percentage of graduates from a given program who have acquired jobs within their field of study.

Unrestricted Surface Supplied Diver Program Completion rate – 95%

Completion rate – 93% Placement rate - 80%

**Underwater Burning Specialist Program** 

Completion rate – 100% Placement rate - 100%

### OCCUPATIONAL PROFILES

In accordance with the U.S. Department of Education's regulations the U.S. Department of Labor's Standard Occupational Classification (SOC) code can be found at the Department of Labor's web site.

http://www.onetonline.org/link/summary/49-9092.00

### Detail for CIP Code 49.0304

**Title:** Diver, Professional and Instructor

**Definition:** A program that prepares individuals to apply technical knowledge and skills to function as professional deep-water or scuba divers, diving instructors, or diving support personnel. Includes instruction in the use of diving equipment and related specialized gear; diving safety procedures; operation and maintenance of underwater life-support systems; underwater communication systems; decompression systems; underwater salvage; exploration, rescue, and photography; and installation and fitting of underwater mechanical systems and their maintenance, repair or demolition.

These occupational profiles are generated when cross-referenced with each program's Classification of Instructional Programs (CIP) code. CIP codes are required by the Department of Education for every degree program to help the Department of Education track various outcomes for academic programs. CIP began in 1980 and is updated every 10 years. The most current CIP codes are based on data from 2000. Since many of our programs place our graduates in fields that developed in the last two decades, the occupations represented in the list may not fully reflect the content or objectives of our programs. Decompression systems; underwater salvage; exploration, rescue, and photography; and installation and fitting of underwater mechanical systems and their maintenance, repair, or demolition.

#### **CAREER OPPORTUNITIES**

Graduates of Florida Commercial Diving Institute, LLC are prepared to perform most tasks that are required by diving contractors. The objective of the program is to prepare the student for employment and how to be a safe and competent diver that understands what is expected and what to expect in the diving industry. Although it is impossible to guarantee each student a job or a specific wage rate, the school works diligently to provide appropriate leads and arrange specific interviews. Commercial Divers are employed into the diving industry performing a wide array of tasks.

## \*\*\*Florida Commercial Diving Institute DOES NOT guarantee employment

# TRANSPORTATION WORKER IDENTIFICATION CREDENTIAL (TWIC)

The Transportation Worker Identification Credential, also known as TWIC® may be required by some potential employers. TWIC is required by the Maritime Transportation Security Act for workers who need access to secure areas of the nation's maritime facilities and vessels. TSA conducts a security threat assessment (background check) to determine a person's eligibility and issues the credentials. U.S. citizens and immigrants in certain immigration categories may apply for the credentials. Most mariners licensed by the U.S. Coast Guard also require these credentials. Regarding card usage and facility access requirements, please contact the U.S. Coast Guard. Please go to <a href="https://www.tsa.gov/for-industry/twic">https://www.tsa.gov/for-industry/twic</a> for more information.

# STUDENT CONDUCT

### **CODE OF CONDUCT**

Students at FCDI are expected to always conduct themselves in a professional manner. Any student found to have committed acts of misconduct will be subject to disciplinary action up to and including **dismissal** from the program.

Code of Conduct violations include, but are not limited to, the following:

Use of any substance that may impair the student mentally or physically. FCDI HAS A ZERO TOLERANCE POLICY for any student found using or in possession of illicit drugs or alcohol (Students must sign Alcohol & Drug Policy)

- Refusal to submit to drug or alcohol testing when requested will result in immediate dismissal from the program
- Cheating, Plagiarism, or Falsification of records
- Stealing
- Behavior harmful to FCDI's image, function, or contractual arrangements
- Possession of/or the threat to bring weapons on campus
- Violence, conveying a threat, disorderly, negligent, or disruptive behavior that impairs, interferes with, or obstructs the orderly conduct, processes, and functions of the school
- Harassment of any sort, including physical or sexual abuse
- Discrimination by race, color, religion, age, disability, or gender
- Failure to comply with municipal, state, and federal laws
- Damaging property or equipment
- Use of computer to view material the Institute deems inappropriate, for example: pornography or anything that is considered illegal and for which a student will be prosecuted
- Profanity, abusive language
- Safety Code violations
- Smoking is only allowed in the designated smoking area; Smoking is prohibited emphatically in any other area of campus. This includes electronic smoking devices.
- Cell phone policy violation
- Non-fraternization policy violation
- Disrespect towards any FCDI STAFF MEMBER will not be tolerated, to include vulgar language, obscene body language, failure to comply with instructions, or failure to complete a class assignment.
- Leaving school campus, class/dive site without authorization
- Unauthorized breaks
- Violating probationary rules

### HARASSMENT POLICY

The purpose of this document is to establish and define Florida Commercial Diving Institute policy regarding general conduct as it pertains to harassment in the workplace.

Florida Commercial Diving Institute intends to provide an environment that is pleasant, professional, and free from intimidation, hostility and or other offenses, which might interfere with one's education or performance. Harassment of any sort against the classes of individuals described in the next sentence — verbal (including the use of derogatory nicknames), physical, and/or visual - will not be tolerated, particularly against employees and/or students. These classes include, but are not necessarily limited to race, color, religion, sex, age, sexual orientation, national origin or ancestry, disability, medical condition, marital status, veteran status, or any other protected status defined by law.

Workplace harassment can take many forms. It may include, without limitation, words, signs, offensive jokes, cartoons, pictures, posters, social media, e-mail jokes or statements, pranks, intimidation, physical assaults/contact, or violence. Harassment is **not** necessarily sexual in nature. It may also take the form of other vocal activity including derogatory statements not directed to the targeted individual but taking place within their hearing. Other prohibited conduct includes written material such as notes, photographs, social media posts, cartoons, articles of a harassing or offensive nature, and taking retaliatory action against anyone for discussing or making a harassment complaint.

## RESPONSIBILITY

All Florida Commercial Diving Institute employees, in particular supervisors, have a responsibility in keeping the work environment free of harassment. Any employee or student who becomes aware of an incident of harassment, whether by witnessing the incident or being told of it, must report it. When management is made aware of the claim of harassment, it is obligated by law to take prompt and appropriate action, whether the victim wants the company to do so or not.

### FLORIDA COMMERCIAL DIVING INSTITUTE POLICY STATEMENT ON SEXUAL HARASSMENT

All persons associated with the school, including, but not limited to, its Board of Directors (herewith referred to as the "Board"), the administration department, the staff, and the students, are expected to always conduct themselves to provide an atmosphere free from sexual harassment. Sexual harassment, whether verbal or physical, occurring in or out of the school environment or at school-sponsored social functions or activities is illegal and unacceptable and will not be tolerated. Any person who engages in sexual harassment while acting as a member of the school community is in violation of this policy.

The Board has developed complaint procedures which are available to victims. The Board has also identified disciplinary penalties which could be imposed (if found guilty) on the offenders.

### **DEFINITION OF SEXUAL HARASSMENT**

Unwelcome sexual advances, requests for sexual favors or other verbal and/or physical conduct of a sexual nature may constitute sexual harassment when:

- a. Such conduct is made, either explicitly or implicitly, a term or condition of a person's employment or educational development.
- b. submission to, or rejection of, such conduct by an individual is used as the basis for employment or education decisions affecting such individual or
- c. such conduct has the purpose or effect of unreasonably interfering with an individual's work or educational performance, or creating an intimidating, hostile or offensive environment.

Examples of sexual harassment-type conduct may include, but are not limited to:

Unwanted sexual advances; demands for sexual favors in exchange for favorable treatment or continued employment; repeated sexual jokes, flirtations, advances or propositions; verbal abuse of a sexual nature; graphic verbal commentary relating to an individual's body, sexual prowess or sexual deficiencies; coerced sexual activities; any unwanted physical contact; sexually suggestive or obscene comments or gestures; or displays in the work place of sexually suggestive or obscene objects or pictures. Whether any such act or comment may constitute sexual harassment-type conduct is often dependent on the individualized sensitivities of the recipient.

To effectively enforce this policy, it is essential that any employee or student who feels he/she is a victim of sexual harassment, immediately report the offensive conduct to the Chief Administrative Officer, or to another administrator with whom he/she feels comfortable. The complaint will be investigated, and appropriate action will be taken.

All individuals should be aware that the privacy of the charging party and privacy of the person(s) accused of sexual harassment will be protected to the best extent possible. Individuals may be disciplined for engaging in sexual harassment but there will be no retaliation against anyone involved in a sexual harassment matter.

In addition, failure to adhere to the attendance policy, unsatisfactory academic performance and default in the payment of an obligation constitutes grounds for dismissal.

FCDI will be progressive and follow policy requirements to address inappropriate student behavior. Students who fail to follow the policy will receive outlined consequences. Instructors will be expected to communicate behavior policies to students throughout the school period. Instructors will also be expected to determine and respond appropriately to classroom managed-vs.-office managed behaviors.

### SEXUAL HARASSMENT POLICY

Florida Commercial Diving Institute strives to maintain an academic and work environment that protects the

dignity and promotes the mutual respect of all students and employees. If any student feels that an employee or instructor of FCDI has acted inappropriately, a written complaint should be made directly to the administrative office of the Institution. Students are encouraged to call the main office at (352) 209-1234 immediately with any complaint.

#### ALCOHOL AND DRUG POLICY

FCDI is an alcohol and drug free facility. Violations of this Policy will NOT be tolerated. The institute provides a learning environment that promotes the safety and well-being of its students and staff. The training entails strenuous and dangerous activities, which require a student to be alert and have a clear mind at all times. Alcohol and drug abuse are dangerous because it leads to physical impairment, loss of judgment, safety violations and the risk of injury, poor health or even death. In keeping with this Policy, the use, manufacturing, distribution, sale, purchase, sharing or possession of illegal drugs, drugs obtained illegally, paraphernalia and/or alcohol is strictly prohibited at any facility or location owned or operated by the Institute. In addition, arriving at the institute under the influence of *ANY* drug or alcohol is also prohibited.

In order to adhere to this policy, all students and staff must submit to random drug testing. Individuals in violation of the drug and alcohol policies, or who refuse to be tested or fail any random drug test by FCDI could be subject to the following disciplinary actions:

- Review by the Board of Directors
- Possible suspension from the program
- Possible expulsion from the program
- It will be the responsibility of all students and staff to notify the appropriate individuals when taking medication (prescribed or not) that may adversely affect the individual's performance and/or cause harm to him/herself and/or others.
- If a doctor prescribes medication for you, you must provide the prescription or a doctor's note as proof of documentation.
- In keeping with the basic mission, FCDI recognizes that its primary response to issues of alcohol and drug abuse must be through educational programs, as well as through intervention and treatment efforts.
- The alcohol and drug policy is distributed annually to all faculty and staff, and copies are available to students upon request.

## COPYRIGHT POLICY

It is the policy of FCDI that no student or instructor may copy, reproduce or distribute any materials except as expressly permitted or with the written consent of FCDI and/or the copyright holder or as otherwise permitted under Federal law. Willful infringement may subject a student or instructor to discipline and/or termination. Students should honor copyright laws when sharing information as part of their learning process, including articles, quotes, videos and other materials covered under federal law. According to law, students may incorporate portions of copyrighted materials when producing a project for a specific module.

Contractually protected and/or copyrighted computer software shall not be improperly copied, distributed or

used by its students or instructors. FCDI's educational and administrative computing staff will only install original software (not from copies) to ensure legal compliance to the permissions granted by the rights holder.

Instructors, staff and other employees who willfully disregard this Copyright Policy, place themselves individually at risk of legal action. In such cases, FCDI may refuse to defend the employee named in the court suit and in these suits the employee may incur personal liability.

Copyright infringement may result in civil and criminal penalties, including damages of up to \$150,000.00 per infringed work, fines up to \$250,000.00 per offense and/or imprisonment of up to five years. For complete information on copyright laws, view the U.S. Copyright Office website at <a href="https://www.copyright.gov">www.copyright.gov</a> and <a href="https://www.copyright.gov">www.copyright.gov</a> and

### DRESS CODE POLICY

Students should practice good personal hygiene and present a clean and neat appearance while on campus.

- 1. FCDI T-shirts (required during school hours)
- 2. Steel-toe Boots
- 3. No large tears or holes in clothing
- 4. Long pants or shorts; no baggy pants (safety hazard)
- 5. No loose jewelry or body piercings
- 6. Free of odors (perfumes, cigarettes)

# Diving Station Dress Code Policy

The safety of the students is a primary concern throughout all school diving practical activities. The following Diving Station Dress Code requirements will be strictly enforced. Failure to comply with safety requirements and instructions will be grounds for disciplinary action.

- Students will wear safety gear at all times.
- Personal Floatation Devices (PFD).
- Hard hat, safety glasses and other gear as instructed.
- When operating the hyperbaric chamber, no metals of any kind may be worn; all clothing must be 100% cotton with no metal buttons, tabs or clips. Women need a sports bra with no clasp or under wire.

## **CELL PHONE POLICY**

Cell phones are not permitted at the dive station and are to be turned off while on campus. If a student needs to be reached for an emergency, call should be directed to the main office. FCDI staff members will forward the message of the call to the student promptly. Students are permitted to utilize their phones during lunch break.

If a student violates this policy, the phone will be confiscated and held in the administrative office and returned at the end of the day.

## MEDICAL CONDITION POLICY

- Students must schedule doctor's appointments after school hours, unless school related.
- A student who cancels or takes a leave of absence for medical reasons must provide documentation (original copies) from a physician within 24 hours.
- The student may provide a copy of the doctor's note with given instructions on the drug and all side effects.
- Students are required to notify their instructor or the Administration office when taking medication that may adversely affect the individual's performance and/or cause harm to themselves and/or others.
- The student must also have a release from the physician to return to class that states the student is fit for diving and hyperbaric activities. This will be done at the student's expense.
- If the student is not able to dive for five consecutive days for medical reasons, the institute will evaluate whether the student can continue with the program or if the student will need to begin the program again with the next available class.
- The student must have a medical clearance from the doctor to return to class.

### CAMPUS SAFETY AND SECURITY

- Safety first, safety always; being safe is always the number one priority of FCDI for staff and students.
- Emergency Procedures, Assessments and Reporting of Accidents: Section 7; International Consensus Standards for Commercial Diving and Underwater Operations is the guideline used in the case of an emergency in diving operations.
- All incidents must be reported and documented.
- The incident report file is in the administration office. Any unsafe equipment must be reported immediately; Equipment or gear in need of maintenance or repair must be tagged with a written explanation
- Tobacco of any kind is not allowed in the classrooms, work areas or on the dive stations, only in the designated area
- All accidents must be reported to an instructor immediately

#### **PUBLIC SAFETY SERVICES**

While FCDI makes considerable efforts to ensure the safety and security of everyone on campus, it is the individual's responsibility to take precautions to protect themselves.

Law enforcement activities on campus are supplemented by mutual aid agreements with local police agencies.

Think and practice crime prevention; report any crimes or suspicious situations to the administrative office at (352) 209-1234.

#### REPORTING EMERGENCIES AND CRIMES

All members of the institution share the responsibility of preventing crime. Please report crimes, suspicious activities and emergencies occurring on campus to the administrative office immediately at (352) 209-1234. If the administration office cannot be reached, please contact the local police by dialing 911. When calling to report an issue, please provide as much information as possible:

- 1. Your name
- 2. Your exact location and the exact location where the incident took place
- 3. The phone number from where you are calling
- 4. Description of any injuries and if medical assistance is required
- 5. Immediate details of the incident (where it occurred, how long ago, etc.)
- 6. Information about the suspect (name, physical description, clothing description, direction of flight, description of vehicle, etc.)

### **EMERGENCY ALERT SYSTEM**

Upon the confirmation of a significant emergency or dangerous situation occurring on campus and involving an immediate threat to the health or safety of the campus community, FCDI's Emergency Alert System will be activated. The Emergency Alert System (EAS) includes the following components:

- 1. EAS Mobile: Text sent to a student's mobile device
- 2. EAS Classroom: Instructors will be informed via radio of impending action to be taken
- 3. EAS Campus: Loudspeaker announcement

# **EMERGENCY EVACUATION AND DRILLS**

FCDI conducts unannounced fire drills randomly throughout the year as per the Emergency Procedures Policy. Students, Instructors and Staff must vacate the building and gather in the parking lot where the Lead Instructor takes attendance. Once the drill is completed Students, Instructors and Staff will be permitted back into the building.

### **EMERGENCY OR UNSCHEDULED CLOSURES**

If classes must be canceled due to an emergency, inclement weather or other unscheduled closure of the institute, students will be notified through FCDI's Emergency Alert System (EAS) where each student will receive a notification via text message.

### **FIREARMS**

In an effort to ensure a safe and secure environment for all members of the campus community, firearms are not allowed in any building, premises or property owned, operated or controlled by FCDI except where allowed by law for law enforcement or military purposes.

### CAMPUS SEX CRIMES PREVENTION ACT

The Campus Sex Crimes Prevention Act requires states to ask registered sex offenders if they are employed at an institution of higher education.

#### PREVENTING OR REPORTING SEXUAL ASSAULTS

"Sexual Assault" is defined as rape or any actual or attempted nonconsensual or forcible sexual touching. Nonconsensual sexual assault includes those situations in which the victim is unable to consent. Consent requires speech or conduct indicating a freely given agreement to have intercourse or participate in sexual activities.

In sexual assault cases involving a student, FCDI may impose an interim (immediate) suspension, which means the accused cannot attend classes or be on campus until an administrative hearing is held (within 10 days). In other cases, the accused may be permitted to continue attending classes pending a final decision from the Head Administrator; if the recommendation is suspension or expulsion (from the institute), an administrative hearing will also be held. The administrative staff takes all complaints of sexual assault seriously and will actively assist students, faculty and staff in dealing with matters of this type through civil and criminal means.

## Responding to a Sexual Assault

- Memorize as much detail as possible about the attacker
- On campus: immediately report the incident to the Head Administrator; Off campus call 911.
- Do not bathe, shower douche or urinate
- Do not change clothes, if it can be avoided. If changing clothes is necessary, secure your changed clothes inside a paper bag, not plastic.
- Do not eat, drink, smoke, rinse your mouth or brush your teeth. These actions may destroy evidence.

- Do not disturb the crime scene(s).
- You may call and request medical transportation without divulging that you have been raped. Even if you choose not to become involved with the police, you should seek medical assistance.
- You are strongly encouraged to go through the rape protocol exam for medical attention and for the purpose of preserving important physical evidence of the assault. The rape protocol exam should be done as soon as possible. Physical evidence can be obtained up to 72 hours after the assault. However, as time passes, the quality of the evidence diminishes.

## What happens when a sexual assault is reported at FCDI?

- The Head Administrator will respond to your location on campus, ensure that you are safe and provide you with emergency medical assistance. Any information provided will be kept in strict confidence.
- The Head Administrator will ask you questions about the assault (location and time of the assault, description of the accused etc.). You may request to speak to a female or male staff member. Local law enforcement may become involved depending on the circumstances surrounding the incident.
- The Head Administrator will protect the crime scene, contact local law enforcement as appropriate and assist in the collection and preservation of evidence.
- The administrative office will contact and escort you to an appropriate medical facility.
- The administrative office will treat you and your case with sensitivity, understanding and professionalism.

#### **ACTIVE SHOOTER INCIDENT**

In the event of an active shooter entering the school campus, FCDI staff will alert each other by way of triggering a silent distress signal. Students and staff are expected to be aware of the following:

Be aware of your environment and any possible dangers
Take note of the two nearest exits
If you are in an office, stay there and secure the door
Attempt to take the active shooter down only as a last resort

How to Respond During an Active Shooter Incident

### RUN

Have an escape route and a plan. Leave your belongings behind

### HIDE

Hide in an area out of the shooter's view Block entry to your hiding place and lock the doors

# Silence your cell phone

### **FIGHT**

As a last resort and only when your life is in imminent danger Attempt to incapacitate the shooter Act with physical aggression and throw items at the active shooter

# How to Respond to Law Enforcement During an Active Shooter Incident

- 1. Remain calm and follow instructions
- 2. Put down any items in your hands (i.e. bags, jackets)
- 3. Raise hands and spread fingers
- 4. Keep hands visible at all times
- 5. Avoid quick movements toward officers, such as holding on to them for safety
- 6. Avoid pointing, screaming or yelling. Do not stop to ask officers for help or direction when evacuating
- 7. NOTE: The first officers to arrive on scene will not stop to help the injured. Expect rescue teams to follow initial officers. These rescue teams will treat and remove the injured. Once you have reached a safe location, you will likely be held in that area by law enforcement until the situation is under
- 8. control, and all witnesses have been identified and questioned. Do not leave the area until law enforcement authorities have instructed you to do so.

# Information You Should Provide to Law Enforcement or 911 Operators

- Location of the active shooter
- Number of shooters
- Physical description of shooters
- Number and type of weapons held by shooters
- Number of potential victims at the location

Active Shooter Source: https://www.dhs.gov/human-resources-or-security-professional

### ON CAMPUS HOUSING

FCDI does not offer on campus housing at this time. The following regulatory disclosures are not applicable: Missing Student Notification Policy, Fire Log and Annual Fire Safety Report. FCDI assists students with finding off-campus housing. Please contact the FCDI Administration Office for details.

# **HEALTH SERVICES**

First aid emergency medical supplies are strategically located in and near the classrooms and on all of the FCDI dive stations.

# **HEALTH AND SAFETY EXEMPTIONS**

A health and safety exemption permits the disclosure of personally identifiable information from a student's record in case of an immediate threat to the health or safety of students or other individuals. FCDI follows the provision outlined in the regulation as follows:

The school only discloses personally identifiable information from an educational record to appropriate parties in connection with an emergency *if* knowledge of the information is necessary to protect the health and safety of the student or other individuals.

Patriot Act changes to FERPA: In response to the terrorist attacks on the United States that took place September 11, 2001, Congress made changes to FERPA. Section 507 of the USA Patriot Act amended FERPA, which now contains 16 exceptions to the general rules. <u>Public Law 10756; DCL April 12, 2002</u>