



# Mississippi Valley Workforce Development Board

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## Executive Committee Agenda

Tuesday, December 5, 2023, at 4:00 p.m.

Join Zoom Meeting

<https://us02web.zoom.us/j/86524833841?pwd=Y3o2citnU3djWXVuMHI1NEpZRIYrdz09>

Meeting ID: 865 2483 3841 Passcode: 526664

One tap mobile: 16469313860,,86524833841#

Call to Order	Dennis Duke
Roll Call	Tyler Lanz
*Consent Agenda	Dennis Duke
Excused Absences	
Approval of Agenda	
Approval of Previous Minutes	
<b>New Business</b>	
*MOU Dispute Resolution Process (Page 5)	Mandy Tripp
*MOU Amendment/Modification Process (Page 7)	Mandy Tripp
*MOU Termination Process (Page 10)	Mandy Tripp
Meal Per Diem (Page 13)	Miranda Swafford
Q1 Performance (Page 15)	Mandy Tripp
PY24/25 Performance Levels (Page 17)	Miranda Swafford
Hired & Non-Owned Auto Coverage (Page 19)	Dennis Duke
Other Business	
Public Comment	
Adjourn	Dennis Duke

\*Items Requiring a Vote \*\* Items Requiring a Roll Call Vote

### Accommodations

Accommodation is available upon request for individuals with disabilities. If you need accommodation, please contact Mandy Tripp at [mandy@mississippivalleyworkforce.org](mailto:mandy@mississippivalleyworkforce.org) or at 1-844-967-5365 option 3.



## Mississippi Valley Workforce Development Board

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### Executive Committee Meeting Minutes

Tuesday, October 17, 2023, at 4:00 p.m.

**Members Present:** Dennis Duke, Ryan Drew, Jacob Nye, Cindy Whalen, and Kirby Phillips

**Members Absent:** Mandy Parchert (excused), Matthew Nicol (excused)

**CEOs Present:** Jim Irwin

**Staff Present:** Miranda Swafford, Executive Director and Tyler Lanz, Communications Assistant

**Guest:** Shannon Weaver, Operations Manager

#### **CALLED TO ORDER**

Duke called the meeting to order at 4:00 p.m.

#### **QUORUM**

The committee had a quorum to conduct business.

#### **\*CONSENT AGENDA**

The consent agenda included approval of the agenda, approval of previous meeting minutes, and approval of Nicol and Parchert's excused absences. Phillips made a motion to approve the consent agenda, seconded by Whalen, and the motion carried.

#### **NEW BUSINESS**

#### **\*TRANSFER REQUEST**

Swafford presented the request to transfer \$50,000 from the Dislocated Worker program to Adult in order to support the continuation of Adult services. Weaver advised the Adult program is not taking on any new obligations, however the transfer is needed to fulfill their current work-based learning contracts. The state has advised that we will likely not receive FY24 funding until after the federal government comes to a resolution and that amounts are not set in stone so they may decrease. The state also advised that there is some additional Dislocated Worker funding that will be re-allocated among the local areas, however we do not have an exact time frame for when that will happen. There was a discussion about what advocacy is being done to encourage federal legislators to reach a resolution and make them aware of the impacts on local jobseekers, workforce staff, and businesses. Nye made a motion to approve the transfer request of \$50,000 from Dislocated Worker to Adult, seconded by Phillips, and the motion carried.

#### **OTHER BUSINESS**

Swafford advised that registration for the annual board training is open and encouraged committee members to complete the form.

**PUBLIC COMMENT**

There was no public comment.

**\*ADJOURN**

Nye made a motion to adjourn, and the motion carried. Duke adjourned the meeting at 4:19 p.m.

\*MOU Attachment H:  
Dispute Resolution Process

Documents Included: Draft attachment

Action Requested: Approve the attachment

## Attachment H: Dispute Resolution Process Remove

### IowaWORKS System Partners Dispute Resolution Process

The following section outlines the WIOA dispute resolution process established for System Partners when they are unable to achieve an agreement essential for executing the MOU. (Please note that this process is distinct from the MVWDB Customer Grievance and Complaint Policy.) A dispute is considered to have reached the dispute resolution stage when an issue emerges during the development and negotiation of this MOU, and a satisfactory resolution is not readily attainable. It is the responsibility of the MVWDB Chair (or their representative) to oversee the MOU dispute resolution process to ensure the proper resolution of issues. Any party involved in the MOU may seek resolution through this procedure.

**Good Faith Negotiations:** All Parties are encouraged to actively engage in local negotiations with a sincere intention of reaching an agreement. In the event of a dispute, the first step is to attempt an informal resolution.

#### Local Formal Resolution Process

1. : If efforts at informal resolution prove unsuccessful, the formal dispute resolution process must be initiated by the party seeking resolution. The petitioner must send a notification regarding the conflict to the MVWDB Chair (or their designee) and all Parties to the MOU within 10 business days.
2. The MVWDB Chair (or their designee) will schedule a special meeting of the MVWDB Executive Committee within 20 business days to address the dispute. The Executive Committee will strive to mediate and resolve the dispute, with resolutions determined by a majority consensus of the present Executive Committee members.
3. The Executive Committee must furnish a written response and a dated summary of the proposed resolution to all Parties to the MOU within 10 days of reaching a decision.
4. The MVWDB Chair (or their designee) will contact the petitioner and the relevant Parties to confirm that all parties agree with the proposed resolution.
5. The decision of the Executive Committee will be considered final unless the petitioner decides to pursue further action through the state dispute resolution process.

#### State Dispute Resolution Process:

If local attempts to resolve the dispute are unsuccessful, the agency with the dispute must notify Iowa Workforce Development (IWD), which serves as the convener of the core partner team responsible for seeking resolution to the dispute. The agency with the dispute should send an email to [WIOAgovernance@iwd.iowa.gov](mailto:WIOAgovernance@iwd.iowa.gov) and follow these steps:

1. Subject line of email: MOU Dispute Resolution: [Insert name of LWDA].
2. In the body of the email or in a clearly identifiable attachment, clearly state the issue in dispute and provide as much detail as possible.
3. Attach the local Dispute Resolution Process documentation, along with evidence of its adherence.

Upon receiving the Dispute Resolution email, IWD will:

1. Acknowledge the receipt of the email.
2. Provide all documentation to the WIOA core partner working group.
3. The core partner team will review the dispute and notify the relevant Parties of its decision within 14 days of receiving the dispute.
4. If the agency with the dispute is not satisfied with the core partner team's decision, they may appeal to the State Workforce Development Board (SWDB). However, it's important to note that no local dispute may directly proceed to the SWDB without first being addressed by the core partner team.

# \*MOU Attachment I: Amendment and Modification Process

Documents Included: Draft attachment

Action Requested: Approve the attachment

## Attachment I: Amendment/ Modification Process

### IowaWORKS System Partners Amendment/Modification Process

Note: Amendments or modifications may only be proposed by partner program signatories.

**Amendment:** An amendment, which is adding new information, would only require the parties to review and agree to the new information added to the MOU.

**Modification:** A modification is making a change to existing information. Changes that trigger the MOU modification process include but are not limited to:

- A change of IowaWORKS center One Stop Operator, the administrative structure, or the physical location of an IowaWORKS center.
- A change that significantly alters negotiated terms to this MOU—including, but not limited to—changes in shared services, service delivery, referral methods, costs or cost sharing.
- A partner’s appeal to the State regarding infrastructure costs that results in a change to the one-stop partner’s infrastructure cost contributions.
- Any other change that will impact shared costs, which does not include updates to the budget as a result of reconciliation.

All parties agree that modifications involving changes with no impact on shared services, cost-sharing, or other negotiated terms need only be signed by authorized representatives of the MVWDB, the CLEO, and the affected partner(s). All other modifications will require the signatures of all parties.

### Renewal

A renewal is an overall review and re-do of the MOU. Substantial changes, such as changes in partners or a change in CLEO will require renewal. A renewal would require a review and approval of the entire MOU by all parties.

### Process

1. The party seeking an amendment or modification will submit a written request to the MVWDB that includes:
  - a. The requesting party’s name.
  - b. The reason(s) for the amendment or modification request.
  - c. Clearly detailed additions or sections identified for modification.
  - d. The desired date for the amendment or modification to become effective.
  - e. The signature of the requesting party’s authorized representative.
2. If the request is approved, the MVWDB will notify the remaining partners of the intent to amend or modify, and will allow 30 days from the date of the notice (unless another



- timeframe is specified in the notice) for the remaining partners to review the requested changes and to submit a response to the MVWDB. No response by a partner will be considered approval of the requested changes.
3. Any partner with questions and/or concerns regarding the requested changes or additions must be submitted to the MVWDB in writing within the specified timeframe.
  4. The MVWDB will provide a written response to the partner within 15 days of receipt of the partner's questions. The MVWDB will have the discretion to share questions/concerns with other partners and/or to schedule a meeting to achieve consensus on a final draft.
  5. The final, approved amendment or modification draft will be signed by authorized representatives of the affected partners, then submitted to the MVWDB for the final signature unless it is an amendment or modification that requires the signatures of all parties, in which case, MVWDB must secure all local signatures
  6. The amendment or modification may be signed in counterparts, meaning each signatory can sign a separate document as long as the MVWDB Chair (or designee) acquires signatures of each party and provides a complete copy of the amendment or modification with each partner's signature to all the other Parties.
  7. The MVWDB will distribute copies of the fully executed amendment or modification to all parties and IWD.

*Note: If the modification involves substitution of a party that will not impact any of the terms of the agreement, it can be accomplished by the original party and the new party entering into an MOU that includes the MVWDB wherein the new party assumes all of the rights and obligations of the original party. Upon execution, the MVWDB Chair (or designee) presents the agreement as a proposed modification to the MOU, and the remaining steps are followed. If determined that a Partner is unwilling to agree to the MOU modification, the MVWDB Chair (or designee) must ensure that the process in the Dispute Resolution section of the MOU is followed.*

#### **Additional Terms**

- This writing is the entire agreement among the parties with respect to each party's role and responsibilities in the local workforce development system. All parties agree that any amendments to applicable laws or regulations cited herein will result in the correlative modification of this MOU without a formal, written amendment.
- All parties agree to communicate details of any amendments or modifications to their respective staff members whose responsibilities may be impacted by the changes and further agree to ensure that their staff members are referencing or utilizing the most current version of the MOU in the performance of their responsibilities.
- Amendments or modifications that will require the signatures of all parties must be executed no later than 90 days prior to the end of the MOU period. Amendments or modifications that require only the signatures of the MVWDB, the CLEO, and the affected partner(s) must be executed no later than 45 days from the end of the current State Fiscal Year to allow time for Purchase Order modifications.

\*MOU Attachment J:

## Termination Process

Documents Included: Draft attachment

Action Requested: Approve the attachment

## Attachment J: Termination Process

### IowaWORKS System Partners Termination Process

#### MOU Termination

This MOU will remain in effect until the end date specified in this MOU effective date section, unless:

1. All parties mutually agree to terminate this MOU.
2. Federal oversight agencies responsible for WIOA administration are unable to appropriate funds, or if funds are not otherwise made available for continued performance for any fiscal period succeeding the first fiscal period of this MOU. Any party unable to perform due to lack of funding shall promptly notify the other parties.
3. WIOA and the corresponding regulations are repealed; or
4. LWA designations are changed.

#### Non-Required Partner Separation

Any non-required partner may terminate its participation as a party to this MOU upon 60 days written notice to the MVWDB. In such an event:

1. MVWDB will provide written notice to all remaining partners and to IWD.
2. The MVWDB will review the budget to determine where adjustments can be made that will prevent an increase in the remaining partners' shared cost amounts.
3. The MVWDB will amend this MOU per Attachment I Amendment and Modification Process and the MVWDB will prepare a revised budget document.
4. All parties must agree to the revised budget or reconvene to negotiate a new budget within 60 days of the date notice was received from the separating partner.
5. Only individuals with signatory authority may authorize or request the termination of this MOU.

Any non-required partner that terminates its role as a party to this MOU is no longer eligible to participate as a partner in the local workforce development system. However, referrals may be made between the terminating partner and the remaining parties as necessary to ensure customers receive all available services needed.

#### Required Partners

Each required partner understands that participation as a party to this MOU is required under WIOA Section 121(b)(1)(A)(III) and any required partner that opts to terminate its participation as a party to this MOU:

1. Is still obligated as a required partner to provide access to program activities and services through a comprehensive IowaWORKS Center.
2. Will be subject to and will cause all other required local partners to be subject to, the state infrastructure funding mechanism.

3. Will be required to pay its proportionate share of infrastructure costs as determined under the state infrastructure funding mechanism.
4. Must be reported to Iowa Workforce Development (IWD) and to the state agency that administers the partner program, as applicable. For required partners that receive program funds directly from the DOL, the DOL will be notified.
5. May be subject to sanctions by the state and/or federal agency that administers the partner program.
6. Must make best efforts to find another entity that will fulfill the required partner role and/or will make recommendations to the MVWDB on budget adjustments or other means to defray a cost increase to the remaining partners.
7. Will send written notice of the intent to separate to IWD and to the state agency that administers the partner program, as applicable, prior to submitting written notice of the separation to the MVWDB. Required partners that receive funds directly from DOL must send written notice to the DOL Grant Officer assigned to the partner in addition to IWD.
8. Only individuals with signatory authority may authorize or request the termination of this MOU.

**Formation of Successor MOU:**

In the event of termination, the parties to the MOU must convene within thirty (30) days after the MOU's breach to discuss the formation of a successor MOU. During this discussion, allocated costs must be addressed.

**Amendment Process:**

Any party may request to terminate its inclusion in this MOU by following the amendment process identified in the Amendment Attachment first.

**Periodic Review and Renewal:**

All parties agree that this MOU shall be reviewed annually and renewed not less than once every three-year period to ensure appropriate funding and delivery of services.

# Meals Per Diem

Reason: Review current meal expenditure policy for any needed changes.

## H. Meals

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1. The costs of meals and refreshments are allowable with conditions. However, in accordance with the authorities cited above, costs can be incurred only when necessary and reasonable for the proper and efficient performance and administration of a grant award. While the allowability of such costs is determined on a case-by case basis, it is important to consider:
  - a. The reasonableness of the aggregate costs to demonstrate that Boards have acted with due prudence in circumstances, considering their responsibilities to the government unit, its employees, the public at large, and state or Federal Government.
  - b. Aggregate costs periodically-e.g., over a 12-month period will be reviewed to identify needed changes to the policies in order to avoid incurring individual and aggregate costs that appear excessive or lavish.
  - c. Tips are allowable up to 20%.
  - d. No alcoholic beverages are permitted.
  - e. All meal receipts must be itemized.
  - f. Reasonableness of the cost of meals will be determined by comparing to the allowable GSA per diem rate for the specific area.
2. Examples of when a reasonable need arises to incur such costs include, but are not limited to, the following:
  - a. Allowable costs of meals incidental to the cost of meetings and conferences where the primary purpose is the dissemination of technical information.
  - b. Costs of meals incidental to the cost of meetings and conferences are allowable when the grantee incurs such costs in the process of conducting meetings or conferences with external customers and other professional colleagues outside of the entity's organization.
  - c. The cost of a "working lunch" with external customers and other colleagues is considered "reasonable and necessary" when there is adequate documentation on the reason of having the meeting during mealtime hours.

# Q1 Performance

## MVWA Performance Data

### Adult Program

Indicator	PY22			PY23				
	Required	Annual		Required	Q1	Q2	Q3	Q4
Employment 2nd Qtr	72.5%	81.9%		73.0%	82.1%			
Employment 4th Qtr	66.0%	75.9%		67.0%	74.7%			
Median Earnings 2nd Qtr	\$6,100	\$6,528		\$6,100	\$6,615			
Credential Attainment	65.0%	79.5%		66.0%	75.0%			
Measurable Skills Gain	44.0%	72.7%		44.0%	65.9%			

### Dislocated Worker

Indicator	PY22			PY23				
	Required	Annual		Required	Q1	Q2	Q3	Q4
Employment 2nd Qtr	85.0%	81.0%		85.0%	83.1%			
Employment 4th Qtr	85.0%	81.3%		85.0%	78.6%			
Median Earnings 2nd Qtr	\$8,900	\$9,327		\$9,000	\$9,434			
Credential Attainment	69.0%	78.8%		69.5%	67.6%			
Measurable Skills Gain	44.0%	78.7%		44.0%	78.9%			

### Youth

Indicator	PY22			PY23				
	Required	Annual		Required	Q1	Q2	Q3	Q4
Employment 2nd Qtr	73.0%	73.5%		74.0%	70.8%			
Employment 4th Qtr	72.0%	67.2%		74.0%	67.6%			
Median Earnings 2nd Qtr	\$3,700	\$3,275.0		\$3,800.00	\$3,940			
Credential Attainment	52.0%	43.3%		57.0%	63.6%			
Measurable Skills Gain	35.0%	48.2%		36.0%	55.0%			

### Program Year 2023 Quarterly Timeframes to be Reported

	Quarter 1	Quarter 2	Quarter 3	Quarter 4
Employment Rate Second Quarter After Ex	10/01/21 to 9/30/22	1/01/22 to 12/31/22	4/01/22 to 3/31/23	7/01/22 to 6/30/23
Employment Rate Fourth Quarter After Ex	4/01/21 to 3/31/22	7/01/21 to 6/30/22	10/01/21 to 9/30/22	1/01/22 to 12/31/22
Median Earnings Second Quarter After Exi	10/01/21 to 9/30/22	1/01/22 to 12/31/22	4/01/22 to 3/31/23	7/01/22 to 6/30/23
Credential Attainment Rate	4/01/21 to 3/31/22	7/01/21 to 6/30/22	10/01/21 to 9/30/22	1/01/22 to 12/31/22
Measurable Skill Gains	10/01/22 to 9/30/23	1/01/23 to 12/31/23	4/01/23 to 3/31/24	7/01/23 to 6/30/24



## PY 24/25 Performance

Reason: Performance levels must be proposed in the local plan to start the negotiations with the state for the upcoming program years.

## Local Plan Performance Requirement

Each local area must submit an expected level of performance for each of the primary indicators of performance for the first two years covered by the plan. The Local Area is required to reach agreement with the State on local-negotiated levels of performance for the indicators for each of the first two years of the plan.

### Adult Program Proposed Negotiated Levels for Local Plan

Indicator	PY21		PY22		PY23		Py24	PY25
	Required	Actual	Required	Actual	Required	Q1	Required	Required
Employment 2nd Qtr	73.0%	84.2%	72.5%	81.9%	73.0%	82.10%		
Employment 4th Qtr	70.0%	83.3%	66.0%	75.9%	67.0%	74.70%		
Median Earnings 2nd Qtr	\$5,400	\$6,775	\$6,100	\$6,528	\$6,100	56.61%		
Credential Attainment	67.0%	78.9%	65.0%	79.5%	66.0%	75.00%		
Measurable Skills Gain	44.0%	56.3%	44.0%	72.7%	44.0%	65.90%		

### Dislocated Worker

Indicator	PY21		PY22		PY23		Py24	PY25
	Required	Actual	Required	Annual	Required	Q1	Required	Required
Employment 2nd Qtr	85.0%	86.0%	85.0%	81.0%	85.0%	83.10%		
Employment 4th Qtr	83.0%	94.1%	85.0%	81.3%	85.0%	78.60%		
Median Earnings 2nd Qtr	\$8,400	\$8,633	\$8,900	\$9,327	\$9,000	\$9,434.00		
Credential Attainment	68.0%	73.3%	69.0%	78.8%	69.5%	67.60%		
Measurable Skills Gain	31.0%	63.5%	44.0%	78.7%	44.0%	78.90%		

### Youth

Indicator	PY21		PY22		PY23		Py24	PY25
	Required	Actual	Required	Actual	Required	Q1	Required	Required
Employment 2nd Qtr	73.0%	73.3%	73.0%	73.5%	74.0%	70.80%		
Employment 4th Qtr	72.0%	93.8%	73.0%	67.2%	74.0%	67.60%		
Median Earnings 2nd Qtr	\$3,600	\$4,016.0	\$3,700	\$3,275	\$3,800.00	\$3,940.00		
Credential Attainment	59.0%	40.0%	52.0%	43.3%	57.0%	63.60%		
Measurable Skills Gain	41.0%	21.4%	35.0%	48.2%	36.0%	55.00%		

# Hired & Non-Owned Auto Coverage

## EMPLOYERS' NON-OWNERSHIP LIABILITY (ENOL)

This is a brief example of some of the coverages and limits that are available. It is not a contract, binder of coverage, or a recommendation of coverage. All coverages are subject to the terms and conditions contained in the policy and endorsements. This quote is based on information that may be incomplete, but is accurate to the extent of the information we have received. This quote is valid for 30 days, unless the applicant information changes, or we have base rate changes.

### Iowa ENOL

## mississippi valley workforce development board Governmental Subdivisions (201) 1 Location(s)

State/Agent Code	IA/15-9A82
Quote Date	11/2/2023
Effective Date	11/6/2023
Application Type	New Business
Class Code	6700EH
Annual Cost of Hired Cars	\$10,000.00
Total # of Drivers	10
Errands Monthly: 10	

Coverage	Value	Amount
ENOL - Bodily Injury & Property Damage (BIPD) Liability (with Hired Car)	1000	\$1,680.00
Hired Car - Physical Damage COMP	Yes	\$400.00
Hired Car - Physical Damage COLL	Yes	\$600.00
<b>Annual Premium</b>		<b>\$2,680.00</b>

### **Coverage Description:**

**Employers' Non-Ownership Liability** insures an employer for any employee's operation of an automobile not owned by, leased by, hired by, or registered in, the name of the employer, any partners, or in the company name.

**Hired Cars Liability** provides liability coverage for the operation of vehicles used under contract in behalf of, or loaned to, the named insured while such vehicles are engaged in the business of the insured. Such vehicles must not be owned or registered in the name of the insured, an executive officer or partner (if a firm), or an employee or agent of the named insured.

**Hired Cars-Physical Damage Coverage** extends comprehensive and collision coverage to vehicles rented or leased for business purposes.

## **Business Owner Responsibilities**

### **Standards for Business Owners:**

- Establish a comprehensive driver qualification program to include an Employment Application, Reference and Background Checks, Motor Vehicle Record, Physical Qualifications, and a Road Test.
- Use the following as minimum driver qualifications:
  - Drivers must be 18 years of age and have at least 2 years driving experience
  - Drivers may have up to 2 moving violations or 1 at-fault accident and 1 moving violation (not connected to at-fault accident) in the last 3 years
  - No major violations (i.e. DUI, Suspending License, etc.) in the last 3 years
- Obtain and keep in a personnel file for each driver:
  - Copy of an annual MVR
  - Copy of current proof of insurance and update file every 6 months
- Create a *Driver's Rule Agreement* that includes clear, comprehensive, and an enforceable set of specific traffic safety rules and communicate them to all employee drivers.
- Have regular and consistent driver safety meetings to emphasize proper safe driving behaviors.
- Establish a crash reporting and investigation process to determine the root cause of a crash and whether or not the incident was preventable.
- Conduct post-incident coaching sessions with an employee driver involved in an at-fault crash to help the driver avoid future incidents.
- Have program in place to take action should a driver's driving habits deteriorate and no longer meet the eligibility guidelines listed above or should a driver no longer be able to provide current proof of insurance.
- Make weather related decisions every day, which includes cautioning drivers about driving in adverse conditions or suspend delivery operations during severe weather conditions.
- Allow drivers to take regular and adequate breaks to reduce driver fatigue.
- **Never guarantee delivery times.**

### **The Business Owner, at minimum, will require each driver to:**

- Provide business owner a copy of their current MVR: (not more than 30 days old from start date) and an updated copy on an annual basis.
- Provide business owner a copy of their Proof of Insurance: evidence of insurance should include policy limits, effective and expiration dates and a description of the vehicle. The driver is responsible for providing updated proof of insurance every 6 months.

- Inspect vehicle before beginning daily shift to ensure it is in working order (need to provide list of what should be inspected – tires, wipers, head lights, brake lights, blinkers, etc.).
- Not carry passengers in delivery vehicles (other than trainer or manager during appropriate times).
- Not use cell phone while driving during work shift.
- **Obey traffic laws** – to include, but not limited to, seatbelt use, cell phone use and posted speed limits.
- Have all drivers sign and date the company's Driver's Rules Agreement, acknowledging they are aware and understand the organization's traffic safety policies, procedures, and expectations regarding driver performance, vehicle maintenance, and reporting of moving violations and crashes.

## **Employee Driver Responsibilities**

### **Standards for the Employee Driver:**

- Must hold and carry with them a valid driver's license.
  - Immediately notify employer if driver license has been suspended /cancelled /revoked or restrictions have been applied.
- Be responsible and accountable for driving behaviors when driving on behalf of the business.
- **Obey traffic laws** – to include, but not limited to, seatbelt use and posted speed limits.
- **Strictly follow** state laws regarding cell phone use.
- **Do not** operate the vehicle under the influence of alcohol or drugs, including prescription and over the counter medication if they cause drowsiness.
- Ensure the vehicle is legally registered and insured for the purposes of work and provide employer evidence of insurance upon request.
- Ensure vehicle safety, including but not limited to, regularly checking head lights, brake lights, oil / fluid levels and tire pressure. In inclement weather, ensure head lights and brake lights are visible and windshield wipers are operational.
- Report to employer any near-misses, crashes and scrapes, including those that do not result in injury.
- Take regular and adequate breaks to reduce driver fatigue.
- Sign and date employer's *Driver's Rules Agreement*, acknowledging awareness and understanding of the organization's traffic safety policies, procedures, and expectations regarding driver performance, vehicle maintenance, and reporting of moving violations and crashes.