

VANPOOL PROGRAM – GUIDELINES AND PROCEDURES

ABOUT VANPOOLS

NASSCO promotes a cost-effective and convenient alternative to commute to and from work. Vanpooling can provide many benefits – reducing commuter stress and time, reduce carbon footprint, covered fuel expenses through pre-taxed transportation benefit, and a designated parking space.

This document provides an overview of the processes and procedures to establish participation in a vanpool. Vanpools are defined as large carpools consisting of 5 to 12 employees who as a group lease a vehicle through third-party vendors such as Commute with Enterprise, AVR or Green Commuter.

NASSCO employees participating in a vanpool and/or public transit discounted passes are eligible for a pre-tax commuter benefit of up to \$270 in expenses per month, based on the IRS Transportation Fringe Benefit.

ESTABLISHING PARTICIPATION IN A VANPOOL

NASSCO will administer a listing of interested employees based on commuting area and similar work schedule. Interested employees who wish to join a vanpool may contact the NASSCO POC or primary driver in the desired area to begin ridership. Employees who wish to start a vanpool and become the primary driver must request and negotiate a quote from established vendors; the quote will take into consideration factors such as the round-trip mileage and number of participants and type of vehicle. The NASSCO POC will review quote documentation to validate costs, estimate fuel expenses and establish ridership. However, the lease agreement is a personal agreement between the primary driver and the vendor, not an agreement between vendor and NASSCO. All participants pay the vendor a monthly fare through the vendor's self-service portal. Additionally, the SANDAG Vanpool Program provides an additional incentive of \$400/month per van for participants that work in and around the San Diego region as well as enrollment in the Guaranteed Ride Home program when leasing through a qualified SANDAG vendor.

HOW TO GET STARTED:

Primary Driver	Non-driver Participant
☐ Determine pick-up location and schedule	☐ Contact NASSCO POC or primary driver to determine seat availability
☐ Identify a minimum of 5 riders to join vanpool	☐ Get approval to join a vanpool with desired van. If no seats available, participant may join a waitlist
☐ Request quote from vanpool vendors	
☐ Submit quote documentation to NASSCO POC	
☐ Submit Vanpool Application to vanpool vendor for all participants	

UPON APPROVAL:

Primary Driver	Non-driver Participant
☐ Complete and submit <i>Acknowledgement of NASSCO's Vanpool Guidelines and Procedures</i> to NASSCO POC	☐ Complete and submit <i>Acknowledgement of NASSCO's Vanpool Guidelines and Procedures</i> to NASSCO POC
☐ Identify vanpool role	☐ Identify vanpool role
☐ Establish fare among riders (based on vendor agreement)	☐ Establish fare among riders (based on vendor agreement)
☐ Register on vendor's self-service portal – required for payment	☐ Register on vendor's self-service portal – required for payment
☐ Register for fuel gas card and parking space with NASSCO POC	

NASSCO POC

Sarah Helton

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VANPOOL ROLES & RESPONSIBILITIES

Primary Driver: The individual is the leaseholder and qualified driver, responsible for maintaining the van's ridership to at least 80% occupancy, provides NASSCO POC rider changes (add/delete), maintains a daily log of participants and provides a listing of current riders to NASSCO POC on a monthly basis.

Alternate Driver(s): The individual is a qualified driver; a vanpool group could have as many alternate drivers as desired. Performs the other responsibilities of a primary driver when the primary driver is absent or unavailable.

All vanpool drivers must be at least 25 years old, possess a valid driver's license and be licensed a minimum of 5 years in the U.S.

Participant(s): Each employee who participates in a vanpool, either as a driver or as a passenger. Non-driver participants are also referred to as a rider.

Occupancy Requirement: Primary drivers are responsible for maintaining vanpool occupancy of at least 80% to be eligible for fuel expense. If occupancy falls below the 80% requirement for two consecutive months, the vanpool becomes ineligible for the fuel expense subsidy by the third month. Occupancy is calculated by the number of passengers riding each day, not the number of passengers on the monthly roster.

Daily and Monthly Log: Primary drivers are responsible for maintaining a daily and monthly log and submitting it by the 5th of each month to NASSCO POC.

FUEL EXPENSE SUBSIDY

The primary driver is responsible for fuel expenses. If certain conditions outlined in the Vanpool Program are met, NASSCO covers fuel expenses for participants who participate in a vanpool and maintain required occupancy. Fuel costs qualify as a transportation expense and therefore considered as pre-taxed income and will be reflected in all participants' paychecks. The IRS defines the qualified transportation expenses and dollar limits. The amount is determined by the van's fuel usage and equally shared among riders. NASSCO POC will provide you with an estimate of your pre and after-tax fuel expense.

LEAVE OF ABSENCES

If a participant is out on a NASSCO approved leave of absence, the participant is responsible for notifying their primary driver and providing an expected return date. A primary driver out on an approved leave of absence is responsible for notifying an alternative driver. The primary driver must notify NASSCO POC of any participants on a leave of absence. If a participant or driver is out for more than 1 week, fuel expense will be re-distributed among the rest of the participants.

VANPOOL CANCELLATION

The primary driver, as the van leaseholder, must follow vanpool vendor's cancellation requirements. Primary driver is responsible for scheduling van pickup and return all keys at the time of cancellation. Primary driver must provide NASSCO POC a 30-day notice prior to cancellation.

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PARTICIPANT AGREEMENT

Check Vanpool Role

- ☐ Primary Driver
- ☐ Alternate Driver
- ☐ Rider

EMPL ID	LAST NAME, FIRST NAME	CELL PHONE
VANPOOL ID	VANPOOL PRIMARY DRIVER	WORK LOCATION/DESTINATION

PRIMARY RULES

All participants agree and understand the following:

1. Read, acknowledge and agree to abide by the NASSCO Vanpool Program Guidelines and Procedures.
2. Inappropriate use of the fuel card may require participants to reimburse expenses incurred and gas allowance may be revoked.
3. Complete a daily log and submit a monthly report detailing rider participation to NASSCO POC by the 5th of each month for the previous month (Primary Driver)
4. Maintain ridership occupancy of at least at 80% to be eligible for fuel expenses. Failure to maintain 80% occupancy level for two consecutive months will result in suspension of fuel card/expenses by the third month.
5. Communicate ridership changes to the primary driver and NASSCO POC.
6. Report absences for more than 1 week to primary driver and NASSCO POC.
7. Information provided to NASSCO including personal cell phone numbers may be used for the purpose of matching interested riders to the vanpool group and for text updates.
8. Abide by all applicable local, state and federal laws while participating in a vanpool.
9. Agree to follow COVID-19 guidelines set by California Dept of Public Health and reinforce good cleaning practices by sanitizing with a disinfectant that meets leading health authority requirements, with particular attention to high-touch points.

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PARKING RULES

All participants agree and understand to:

1. Park in the designated parking spaces assigned by NASSCO Monday through Sunday.
2. Vanpools are NOT allowed to load or unload riders at the parking lot entrances or obstruct other vehicles in any way at any time.
3. Riders are to load and unload passengers at the designated parking space.
4. Agree to follow NASSCO's parking rules at all times, failure to follow the rules may implicate a citation and/or towed at primary driver's expense.

FUEL EXPENSE RULES

All participants agree and understand to:

1. Fuel card will only be used for commuting to and from work.
2. Fuel card is not allowed for personal travel or outside work schedule.
3. Fuel transactions are limited to one per day.
4. Fuel is to be pumped prior or at the end of shift, never during working hours.
5. NASSCO only covers costs for unleaded fuel.
6. Must enter vanpool's odometer reading during each fuel transaction.
7. Do not share fuel card's pin number.
8. Report card if lost and stolen immediately to NASSCO.
9. NASSCO issued fuel may not be used for personal errands, doctor appointments, physical therapy sessions, work-related purposes, non-emergency reasons or to go home early due to weather conditions. List of unacceptable usage is not exhaustive; NASSCO reserves the right to add to this list at any time.
10. Fuel expenses are covered by NASSCO, therefore considered income if amount exceeds IRS limit and will be reflected on employee's paychecks.

My signature below indicates I understand and agree to NASSCO's Guidelines and Procedures for the Vanpool Program. I agree that the fuel subsidy is revocable at NASSCO's discretion at any time for misuse or failing to adhere to participant responsibilities.

SIGNATURE

DATE SIGNED

PRINTED LAST NAME, FIRST NAME

EMPL ID

VANPOOL ID

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RELEASE AND WAIVER OF LIABILITY

I recognize that participation in the Vanpool Program offered through NASSCO, including, without limitation, the fuel gas reimbursement and transportation in vehicles furnished by third-parties or NASSCO, (the “Vanpool Program”) is strictly voluntary, and that such participation is not within the course and scope of my employment. I request to participate in the Vanpool Program, and hereby assume full responsibility for all risk of injury and loss, including death, which may result from my participation in the Vanpool Program. For and in consideration of NASSCO providing access to the Vanpool Program, which I recognize to be sufficient, full and valuable consideration, I agree to the following:

1. on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, I **HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE NASSCO**, its parent company, and their respective subsidiaries, affiliates, predecessors, successors, assigns, related companies or entities, and their respective past and present officers, directors, partners, insurers, agents representatives, attorneys, accountants and employees (hereinafter referred to as “Releasees”) for any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys’ fees), arising from any financial loss, injury, property damage or death that I may suffer as a result of my participation in the Vanpool Program, **REGARDLESS OF WHETHER THE FINANCIAL LOSS, INJURY, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES, UNLESS THE FINANCIAL LOSS, INJURY, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES’ GROSS NEGLIGENCE OR INTENTIONAL ACTS**; and
2. on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, I agree to hold harmless, defend and indemnify the Releasees from any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and all kind (including attorneys’ fees), arising from any financial loss, injury, property damage, or death that I may suffer as a result of my participation in the Vanpool Program, **REGARDLESS OF WHETHER THE FINANCIAL LOSS, INJURY, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES OR OTHERWISE, EXCEPT TO THE EXTENT THE FINANCIAL LOSS, INJURY, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES’ GROSS NEGLIGENCE OR INTENTIONAL ACTS**.

I have read the foregoing paragraph and fully understand the terms contained therein. I have signed this waiver freely and without any inducement.

_____ SIGNATURE	_____ DATE SIGNED
_____ PRINTED LAST NAME, FIRST NAME	_____ VANPOOL ID

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VANPOOL MONTHLY LOG

VANPOOL ID: _____

DATE: _____

Primary drivers are responsible for maintaining a monthly log and submitting it by the 5th of each month to the NASSCO POC. Primary driver may designate another participant to submit the monthly log to commute@nassco.com or drop-off at the Career Center in Building 1.

NO.	PARTICIPANT EMPLOYEE ID	PARTICIPANT LAST NAME, FIRST NAME
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		

SIGNATURE _____ PRINTED NAME _____ EMPLOYEE ID _____

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DAILY LOG

VANPOOL ID: _____ Month/Year ____/____			Days of the month X = Rider Present H= Holiday R= Removed Leave blank if rider was not present. Weekend activity must be reported.																														
No.	Employee ID	Last Name, First Name	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
Example	N21065	Smith, John	X	X			H	X	X	X	X			X	X	X	X	X			X	X	X	X	X			X	X	X	X	X	
1																																	
2																																	
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11																																	
12																																	

Signature: _____

Printed Name: _____

Employee ID: _____

Primary drivers are responsible for maintaining a daily log and submitting it by the 5th of each month to the NASSCO POC. Primary driver may designate another participant to submit the monthly log to commute@nassco.com or drop off at the Career Center in Building 1.

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