

University of California, Santa Cruz
Silicon Valley Campus Employee
VANPOOL Passenger Agreement

The University of California, Santa Cruz Silicon Valley Vanpool (hereinafter “VANPOOL”), sponsored by Transportation and Parking Services (TAPS), is available for University employees and students working at UCSC-owned facilities. The UCSC VANPOOL Program’s goals are to reduce mobile source air emissions (including greenhouse gas emissions), reduce traffic volumes along roadways to the campus, and reduce parking demand at the campus.

Participation in VANPOOL is a privilege and not a benefit of employment or enrollment at the University. TAPS reserves the right to refuse participation to anyone. VANPOOL passengers who abuse their VANPOOL privilege by not following policies and procedures may be suspended from, or lose their eligibility to participate in, the VANPOOL program.

This is an agreement (hereinafter called AGREEMENT) between the passenger, defined herein as an employee at UCSC, who reserves a seat on a Silicon Valley VANPOOL trip (hereinafter PASSENGER) and the Regents of the University of California (hereinafter UNIVERSITY).

I. UNIVERSITY RESPONSIBILITIES

1. UNIVERSITY will make a commuter van available for "VANPOOL Use." UNIVERSITY will provide a licensed operator (hereinafter called DRIVER), fuel, maintenance and repair of the van for VANPOOL use. "VANPOOL Use" for PASSENGER means travel between the pre-designated pick-up locations and UCSC drop-off locations.
2. UNIVERSITY is responsible for maintaining van and all necessary safety and emergency equipment as required by State/Federal law and University policy.
3. UNIVERSITY will confirm eligibility for all PASSENGERs. UCSC students who meet certain criteria are eligible to participate in the VANPOOL Program. All PASSENGERs must be 18 years or older.
4. TAPS will review VANPOOL ridership on a monthly basis. VANPOOL PASSENGERs are expected to use the VANPOOL if they reserve a spot. No-shows may result in loss of VANPOOL privileges.

5. UNIVERSITY, at its sole discretion, may terminate any VANPOOL or individual VANPOOL scheduled trips at any time for any reason (including low ridership) without prior notice to PASSENGERS. In the event of termination, UNIVERSITY shall have no obligation, financial or otherwise, to provide another van or other means of transportation.
6. VANPOOL PASSENGERS will be required to comply with this Agreement, UNIVERSITY policy and applicable state and federal law. The UNIVERSITY may terminate from the VANPOOL, without advance notice, any PASSENGER as a result of changing business needs, emergency, to ensure the health and wellbeing of PASSENGERS, or for failure to comply with policies, regulations or other requirements by law.

II. PROGRAM POLICIES

1. All PASSENGERS must be 18 years or older. Minors are NOT allowed on the VANPOOL at any time under any circumstance.
2. In the event of a campus or regional emergency or disaster, all VANPOOLS will need to remain at the work site until all PASSENGERS can be contacted. Any VANPOOL may leave prior to the departure time, if all PASSENGERS have been able to arrange for other transportation. TAPS cannot provide individual rides to PASSENGERS.
3. PASSENGER gives the University of California, Santa Cruz, the absolute right and permission to use their likeness, in any media including but not limited to, photograph(s), video(s), and/or interview(s)] in its promotional materials and publicity efforts for the VANPOOL program. PASSENGER understands that the photographs(s), video(s), and/or interview(s) may be used in a publication, print ad, direct-mail piece, digital media, or other form of promotion. PASSENGER releases the UNIVERSITY, the photographer, videographer, and/or writer, their offices, employees, agents and designees from liability for any violation of any personal or proprietary right PASSENGER may have in connection with such use.

III. PASSENGER RESPONSIBILITIES

- A. The success of the UCSC VANPOOL Program relies on the cooperative relationship between its PASSENGERS and TAPS Staff. Each PASSENGER must take personal responsibility to work together to resolve any conflicts, and fully meet all VANPOOL Program requirements. Refer to Section IV for Complaint and Conflict Resolution. Participation in the VANPOOL program is a privilege, and not a benefit of employment or enrollment at the University and TAPS reserves the right to refuse participation to anyone.

- B. The following outlines responsibilities as it relates to PASSENGER in the VANPOOL Program:
1. To wear seat belts at all times when the van is in operation.
 2. To arrive at a designated pick-up location 5 minutes before scheduled departure time and clearly identify themselves to the DRIVER. DRIVERS are not required to wait for late passengers.
 3. To notify TAPS in advance of any change in scheduling that will cause PASSENGER to not use the VANPOOL.
 4. To provide prompt written notice to TAPS of any changes in contact information including phone and email addresses. All PASSENGERS are responsible for checking their UCSC email accounts to receive VANPOOL Program correspondence.
 5. To maintain a fragrance free VANPOOL in consideration of individuals with chemical or olfactory sensitivities.
 6. To not smoke, drink alcoholic beverages or use illegal, non-prescribed controlled substances, or other substances that may cause impairment, in the van.
 7. To comply with reasonable requests of the DRIVER and other passengers.
 8. To refrain from engaging in misconduct, including harassment or discrimination based on race, color, national origin, sex, gender identity, pregnancy, physical or mental disability, medical condition, genetic information, ancestry, marital status, age, sexual orientation, citizenship, or service in the uniformed services, at all times. To also refrain from loud or unruly behavior as it may pose a distraction to the DRIVER. UCSC Principles of Community and standards of conduct apply at all times while riding the van.
 9. To understand seats on the van are not reserved and PASSENGERS should seat themselves in a manner that facilitates passenger loading and unloading or accommodates special consideration for physical limitations.
 10. To follow the Complaint Resolution Procedure and participate in mediation efforts described in Section IV.
 11. To be financially responsible for any damage caused to the van by PASSENGER's acts or omissions.
 12. To not bring any personal items of a size and quantity that impact safety, access in and out of the van, or other passenger comfort (e.g., - large boxes).

13. Comply with all health and safety guidance, orders, or requirements that may be communicated by TAPS. PASSENGER will receive this information via email or other written form from TAPS.
14. In the event of an emergency, injured PASSENGERS can go to the nearest Emergency Room or call 9-1-1. PASSENGER agrees to report immediately all injuries incurred as the result of their UCSC VANPOOL Program participation to TAPS at (831) 459-4289 and to the Office of Risk Management 831-459-1787, FAX (831) 459-3268, 1156 High Street - H Barn, Santa Cruz, CA 95064 immediately.

If PASSENGER is employed by the UNIVERSITY, the following is the workers' compensation medical provider information for **inside** Santa Cruz County:

Santa Cruz Occupational Medical Center (SCOMC)
3601 Caldwell Drive
Soquel, CA 95073
(831) 576-3000

For Emergencies, Nights, Holidays and Weekends:
Dominican Hospital, Emergency Department
1555 Soquel Drive
Santa Cruz, CA 95065
(831) 462-7710

If PASSENGER is employed by the UNIVERSITY, the following is the workers' compensation medical provider information **outside** Santa Cruz County:

Kaiser - Santa Clara
Department of Occupational Health
10050 North Wolf Road Suite SW1-190
Cupertino, CA 95014
(408) 236-6160

Kaiser- San Jose
275 Hospital Parkway
San Jose, CA 95119
(408) 972-6800

IV. COMPLAINT AND CONFLICT RESOLUTION

PASSENGER may seek resources at <https://help.ucsc.edu/> or the contacts listed as Attachment A.

V. INSURANCE COVERAGE AND RESPONSIBILITIES

The following outlines insurance coverage as it relates to PASSENGER in the VANPOOL Program:

1. In the case of personal injuries to UCSC student PASSENGERS in UNIVERSITY VANPOOLS, the injured parties are NOT be covered by University insurance. Students who are employed by the UNIVERSITY are covered by the UNIVERSITY'S Workers' Compensation policy.

3. University self-insurance does not cover the loss, theft or damage to personal property in or on VANPOOL vehicles. These are the responsibility of the owner of the personal property.

VI. ELECTION OF REMEDY AND INDEMNIFICATION

A. ELECTION OF REMEDY: In consideration and as a condition of my participation in the UCSC VANPOOL Program and in consideration for my riding as a PASSENGER in UCSC's VANPOOL Vehicles, I hereby understand and agree that in the event I am injured or contract an illness or disease either while riding as a PASSENGER in any UCSC VANPOOL Vehicle or temporary substitute vehicle thereof, exiting or entering any such vehicle, or as a result of my participation in the UCSC VANPOOL Program, that I am hereby electing to be covered under the University of California's Self Insured Workers' Compensation Program and that the benefits provided by the Labor Code of the State of California shall be my sole and exclusive remedy for any and all such injuries, illnesses, or diseases. The election of remedy shall be binding on myself, my heirs, administrators, executors, and assigns.

B. WAIVER, RELEASE & INDEMNITY: In consideration of my participation in the UNIVERSITY's VANPOOL Program, of my riding as a PASSENGER in VANPOOL Program Vehicles, or temporary substitutes thereof, and of my coverage under the UNIVERSITY's Self-Insured Workers' Compensation Program, I the undersigned PASSENGER do hereby for myself, my spouse, heirs, executors, administrators, and assigns voluntarily release, waive, relinquish and forever discharge any and all actions, claims, judgments, or causes of action for bodily injury, wrongful death, personal injury, and damage to my property, including the loss of use thereof, which I have now or may have at some future time occurring or arising out of my participation in the UNIVERSITY's VANPOOL Program, my riding as a PASSENGER in any VANPOOL Vehicle, or temporary replacement thereof, and/or my entering or exiting such vehicles, against the UNIVERSITY its officers, agents and employees and the VANPOOL DRIVER,

whether such claims are known or unknown, and whether such claims shall arise by contract, the negligence of any said persons, or otherwise. It is my intention by this AGREEMENT to exempt and relieve the DRIVER and the UNIVERSITY, its officers, agents and employees from any and all liability to me, my heirs, spouse, administrators, executors, and assigns for bodily injury, property damage, and wrongful death caused by negligence. I further agree to defend, indemnify and hold harmless both the DRIVER and the UNIVERSITY for any and all fines resulting from my failure to wear a seat belt while riding in any VANPOOL Vehicle or substitute thereof.

I understand that there are risks and dangers inherent in commuting to and from my place of employment or school in VANPOOL Vehicles, including but not limited to automobile collisions, vehicle over-turn, pandemics, mudslides, wildfires, and earthquakes. I, the PASSENGER, for myself, my heirs, spouse, administrators, executors and assigns, do hereby agree that in the event any claim for bodily injury, property damage, or wrongful death arising out of my participation in the UNIVERSITY's VANPOOL Program, my riding in any VANPOOL Vehicle or substitute thereof, and/or my exiting or entering any such vehicle, shall be prosecuted against the DRIVER or the UNIVERSITY, its officers, agents or employees, I shall defend, indemnify and hold harmless the DRIVER and the UNIVERSITY, its officers agents and employees from and against any and all such claims or causes of action by whomever made or presented.

I, the PASSENGER, further agree that neither DRIVER or the UNIVERSITY, its officers, agents and/or employees shall be liable for any incidental or consequential loss or damages whether same result directly or indirectly from any tardiness, delay or failure on the part of the UNIVERSITY to operate any VANPOOL Vehicle on any particular day or days, or for any termination of the UNIVERSITY's VANPOOL Program without prior notice or otherwise.

I, the PASSENGER, hereby expressly waive all rights under Section 1542 of the Civil Code of California which states that a "general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

VII. SEVERABILITY

If any provision of this AGREEMENT or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this AGREEMENT shall be enforced to the maximum extent permitted by law.

VIII. NO WARRANTY

UNIVERSITY MAKES NO WARRANTY WITH RESPECT TO THE SAFETY OF PARTICIPATION IN THE VANPOOL PROGRAM WITH REGARD TO ANY INFECTIOUS DISEASE.

IX. DISRUPTION IN PROGRAM

Disruption of the VANPOOL Program is rare. In the event of any short-term or long-term changes in the program, the UNIVERSITY will strive to provide clear communication to the PASSENGERS of the program, maintain or modify appropriate levels of the program and deploy mitigation measures as necessary. PASSENGER agrees that they have been advised of said potential disruptions, and acknowledge that there may be changes in the VANPOOL Program resulting from such disruptions and agree to such. TAPS reserves the right, at its discretion, to adjust the VANPOOL to meet the changing needs of business.

ATTACHMENT A
CONTACTS FOR EQUITY AND EQUAL PROTECTION (EEP)

The most up-to-date version of this information can be found at:
<https://equity.ucsc.edu/about/contact.html>

EEP

Isabel Dees, Associate Vice Chancellor of the Equity & Equal Protection Office:
idees@ucsc.edu

Americans with Disabilities Act

William Kidder, Special Assistant to the ADA Officer: (831) 459-2295 | wkidder@ucsc.edu

Equal Employment Opportunity / Affirmative Action

Sonjé Dayries, Associate Director for Equal Employment Opportunity:
(831) 459-2686 | sdayries@ucsc.edu

Conra Frazier, Affirmative Action & Equal Employment Opportunity Specialist:
831-459-1590 | cojfrazi@ucsc.edu

Title VI

Judith Estrada, Complaint Resolution Officer: judi@ucsc.edu

Laura Young Hinck, Response Team Coordinator:

(831) 288-5778 | lyounghi@ucsc.edu

Title IX

Isabel Dees, Title IX Officer and Director of the Title IX Office: idees@ucsc.edu

Whistleblower (Fraud)

Whistleblower hotline at 1-800-403-4744.

Locally Designated Official for Whistleblower Matters: wbreport@ucsc.edu

William Kidder, Special Assistant to the LDO, (831) 459-2295 | wkidder@ucsc.edu