

University of California, Santa Cruz
Employee Vanpool Passenger Agreement

The University of California, Santa Cruz Vanpool Program, sponsored by Transportation and Parking Services (TAPS), is available for University employees and students and other University affiliates 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 the program is a privilege and not a benefit of employment or enrollment at the University. TAPS reserves the right to refuse participation to any one. Vanpool participants 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 of UCSC, who signs below (hereinafter PASSENGER) and the Regents of the University of California (hereinafter UNIVERSITY).

I. UNIVERSITY RESPONSIBILITIES

A. UNIVERSITY will make a commuter van available for "Vanpool Use." UNIVERSITY will provide 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.

B. UNIVERSITY Transportation and Parking Services (TAPS) will collect all PASSENGER fees based on established payment procedures. UNIVERSITY will determine incentive programs, the operational costs, and the fare to be charged to PASSENGER. UNIVERSITY may change vanpool fees on an annual basis as operational costs of the program change. UNIVERSITY encourages all vanpool participants to fill vacant spaces.

C. UNIVERSITY, at its sole discretion, may terminate any vanpool at any time for any reason (including low ridership) without prior notice to participants. In the event of termination, UNIVERSITY shall have no obligation, financial or otherwise, to provide another van or other means of transportation. Participants will return any unused incentive items, such as complimentary bus passes.

D. If the vanpool vehicle breaks down, is damaged in an accident, or no driver is available due to situations such as illness, vacation, or unscheduled emergencies UNIVERSITY will offer passengers free temporary parking permits for those passengers who choose to carpool (defined as two (2) or more vanpool passengers in the vehicle, including the vehicle's driver if that person is a vanpool passenger) with passenger(s) from the same Vanpool.

E. UNIVERSITY ensures that the van possesses all necessary safety and emergency equipment as required by State/Federal law and University policy.

F. UNIVERSITY intent is to provide alternate transportation to UCSC employees, UCSC students, and University affiliates who are not paid by a non-UCSC entity (such as official volunteers, unpaid researchers, unpaid scholars, visiting students, etc.). UNIVERSITY will maintain waiting lists for vans that have maximum ridership.

G. Vanpool participants will be required to comply with this AGREEMENT, the 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 participants, or for failure to comply with policies, regulations or other requirements by law.

H. UNIVERSITY will confirm eligibility for all DRIVERS and participants.

II. PROGRAM POLICIES

A. All vanpool participants must officially enroll in the Vanpool Program through TAPS. Enrollment requires completion of a TAPS Vanpool Program Application, payment or authorization of payment method, and Signed Passenger AGREEMENT. **PASSENGER agrees to pay fees in the amount of \$ _____, hereinafter defined as MONTHLY FEE.** Persons who are not currently enrolled in the Vanpool Program (including past vanpool participants) may NOT commute on the vanpool vehicle under any circumstance – NO EXCEPTIONS. Participants must turn in any quarterly or annual parking permits when they officially enroll in the Vanpool Program.

B. TAPS will review vanpool ridership on a monthly basis. Vanpool participants are expected to use the vanpool as their primary mode of commuter transportation and are required to ride the vanpool an average of three (3) days a week. Low ridership by an individual will be assessed to determine whether vanpooling is the appropriate commute option for the individual. Continued low ridership by an individual may be grounds for termination from the Vanpool Program.

C. Vanpool drivers volunteer to drive and receive discounted fees based upon the percentage of time spent driving. UNIVERSITY requires drivers to satisfy University and State of California driving, training, licensing, and safety requirements.

D. All participants must be 18 years or older. Minors are NOT allowed on the vanpool at any time under any circumstance.

E. When a van is in need of a driver a person who volunteers and is qualified to be a Primary Driver, Co-Driver or Back-up Driver will be given a permanent space over all

others on a vanpool waiting list. To ensure efficient operation of a vanpool, if permanent space is not available, the qualified driver will be enrolled on a stand-by basis until a permanent space is available and will drive when necessary.

F. In the event of a campus or regional emergency or disaster, all vanpools will need to remain at the work site until all participants can be contacted. Any vanpool may leave prior to the departure time, if all participants have been able to arrange for other transportation. TAPS cannot provide individual rides to participants.

G. PASSENGER gives the University of California, Santa Cruz, the absolute right and permission to use a photograph(s), video(s), and/or interview(s) of me in its promotional materials and publicity efforts. 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.

H. PASSENGERS going on leave, medical leave, furlough, sabbatical, etc., who wish to reserve their seat on the vanpool must pay full fare during the leave period. Seats may be held for a maximum of three months with payment; after three months, the seat will be made available to people on the waiting list. This three-month reservation period can be extended month by month with payment if there is no waiting list at the end of the holding period and until such time that someone requests to be a vanpool participant. Payment procedures will be based on the payment policy in effect at the time of leave. Thirty day (30) written notice must be given to TAPS to make arrangements to reserve a seat during the leave period.

I. PASSENGERS terminating their vanpool AGREEMENT, must notify TAPS in writing thirty (30) days or one calendar month (whichever is shorter) to discontinue MONTHLY FEE payroll deductions. Vanpool rates are not prorated, so fees are charged by the month whether or not PASSENGER rides the vanpool for the entire month. This Vanpool AGREEMENT shall terminate on the effective date that MONTHLY FEE payroll deductions have been stopped. Participants will return any unused incentives items, such as complimentary bus passes. PASSENGER is responsible for monthly fees until written notice is given to TAPS and all unused incentives are returned.

III. PASSENGER RESPONSIBILITIES

A. The success of the UCSC Vanpool program relies on the cooperative relationship between its PASSENGERS, drivers and TAPS Staff. Each participant must take personal responsibility to work together to resolve conflicts, and reasonably meet the individual needs of all participants and the Vanpool Program requirements. Refer to Section IV. for Complaint and Conflict Resolution. Participation in the 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 van is in operation and waive driver's responsibility for PASSENGER's non-use of a seatbelt.
2. To arrive at designated pick-up location at least five (5) minutes before scheduled departure time and clearly identify themselves to driver. Drivers are not required to wait for late PASSENGERS. Drivers must follow campus guidelines regarding pick-up locations due to safety considerations and will not change locations without prior approval from TAPS.
3. Drivers must follow campus guidelines regarding pick-up and drop-off locations due to safety considerations and will not change locations without prior approval from TAPS. Preferred UCSC pick-up and drop-off locations are campus bus stops. UCSC Vanpool Vehicles are not permitted to use off-campus bus stops. Vanpool drivers are not allowed to make additional stops other than the pre-designated pick-up and UCSC drop-off locations.
4. To notify the driver in advance of any change in scheduling such as vacation, business trips or illness.
5. To provide prompt written notice to the driver and TAPS of any changes in personal or business addresses including phone and email addresses. All PASSENGERS are responsible for checking their UCSC email accounts to receive Vanpool Program correspondence.
6. Maintain a fragrance free vanpool in consideration of individuals with chemical or olfactory sensitivities.
7. To not smoke, drink alcoholic beverages or use illegal, non-prescribed controlled substances, or other substances that may cause impairment, in the van.
8. To recruit additional participants for the vanpool, when space is available.
9. To comply with reasonable requests of the driver and other participants.
10. 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.

11. 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.

12. To follow the Complaint Resolution Procedure and participate in mediation efforts described in Section IV.

13. Each PASSENGER is responsible for loading and unloading their own bicycle from the vehicle bicycle rack. If more than two people on the van use the bike racks on a regular basis, a schedule for use should be agreed upon and adhered to. A PASSENGER utilizing the bike rack shall be courteous to the other members of the vanpool by arriving early to pick-up locations and loading/unloading bicycles in a timely manner. PASSENGERS must provide their own locking devices. PASSENGERS using bike racks are solely responsible for securing bicycles to the rack in a proper manner. By using the bike racks, PASSENGERS assume all risk of loss of or damage to their bicycles from such use, and agree to waive, release and hold both UNIVERSITY and driver harmless from any and all such claims.

14. To agree to ride only on the vanpool to which the PASSENGER is enrolled. Switching vanpools must be pre-approved by TAPS.

15. 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 (i.e.. luggage, large boxes).

16. To be financially responsible for any damage caused to the van by PASSENGER's negligent acts or omissions.

17. Comply with all guidance from the Centers for Disease Control (CDC), California OSHA (Cal/OSHA), Interim Health Orders, and Injury and Illness Prevention Program (IIPP) requirements. PASSENGER will receive this information via email or other written form from TAPS.

18. In the event of an emergency, injured PASSENGERS can go to the nearest Emergency Room or call 9-1-1. PASSENGER agrees to report all injuries incurred as the result of their UCSC Vanpool Program participation immediately 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.

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

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 complete the Driver/Passenger Complaint Resolution form and submit it to the Vanpool Coordinator in person or email it to vanpool-group@ucsc.edu. PASSENGER may also seek additional 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:

A. PASSENGER, if a UNIVERSITY employee, is covered by the UNIVERSITY's Self Insured Workers' Compensation Program for any injury, including death, resulting from participation in the Vanpool Program, if such injury was sustained during the round trip commute between pre-designated pickup points and the authorized work site.

B. University self-insurance does not cover the loss, theft or damage to personal property in or on vanpool vehicles, including bicycles on vehicle bike racks. 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 therefore, 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 therefore, 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 therefore, 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 therefore.

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 therefore, 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 participants of the program, maintain or modify appropriate levels of the program and deploy mitigation measures as necessary. By signing this CONTRACT, PASSENGER agrees that you have been advised of said potential disruptions, and acknowledge that there may be changes in the Vanpool Program resulting from such disruptions and you agree to such. TAPS reserves the right, at its discretion, to adjust the vanpool to meet the changing needs of business.

My signature below indicates that I have read, understood and agree to all terms and conditions of this AGREEMENT, and will comply with the duties, responsibilities, policies and procedures of the UNIVERSITY's Employee Vanpool Passenger AGREEMENT. I agree that my violation of any of the rules, obligations, responsibilities or procedures of the Passenger AGREEMENT is cause for immediate termination of my participation in the Vanpool Program. This AGREEMENT will terminate at the end of the calendar year in which it was signed unless extended by the UNIVERSITY.

Print Name (print clearly)

Signature Date

-----TAPS USE ONLY BELOW-----

Reviewed By: _____ **Date:** _____

UCSC TAPS Representative

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