

University of California, Santa Cruz
Student and Non-University 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 anyone. 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 a student that is enrolled at UCSC or a non-university employee, who signs below (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 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 Transportation and Parking Services (TAPS) will collect all passenger fares based on established payment procedures. UNIVERSITY will determine incentive programs, the operational costs, and the fare to be charged to PASSENGER. UNIVERSITY encourages all vanpool participants to fill vacant spaces.
3. 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 participants free temporary parking permits for those participants 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.
4. UNIVERSITY ensures that the van possesses all necessary safety and emergency equipment as required by State/Federal law and University policy.

5. UNIVERSITY will confirm eligibility for all PASSENGERS. UCSC students and non-affiliates who meet certain criteria are eligible to participate in the Vanpool Program. “Non-affiliate” is defined as person who is not any of the following: a student, officer, official volunteer, employee, Regent, or emeritus of the University of California or a member of a household authorized to reside in University Property (per UCOP Title V, Division 10, Chapter 1 Section 100001). Non-affiliates must have an active contract agreement with the university or have written documentation as an official volunteer. Concurrent enrollment students and University Extension students are not eligible to participate. All participants must be 18 years or older.

As a condition of participation, the non-University person's employer must agree to provide Workers' Compensation Coverage for the participant while the non-University person is participating in the Vanpool Program and an agreement provided by UNIVERSITY regarding Workers' Compensation Coverage by the non-University participant's employer must be completed and on file in the TAPS Department.

7. UNIVERSITY intent is to provide alternate transportation to on-campus employees and students. UNIVERSITY will maintain waiting lists for vans that have maximum ridership

8. PASSENGERS going on leave, medical leave, furlough, sabbatical, summer break, 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 (3) months with payment; after three months, the seat will be made available to people on the waiting list. Students enrolled in the program are required to pay full fare in advance to reserve their seat over summer break. Students that do not contact the TAPS Sales Office and arrange payment for summer months will automatically forfeit enrollment in the Vanpool Program. 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 (30) day written notice must be given to TAPS to make arrangements to reserve a seat during the leave period.

9. 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 alternative for said individual. Continued low ridership by an individual may be grounds for termination from the Vanpool Program.

10. 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.

11. Vanpool participants 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 participants, or for failure to comply with policies, regulations or other requirements by law.

II. PROGRAM POLICIES

1. 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 \$ _____ per MONTH or QUARTER (circle one), hereinafter defined as PASSENGER FEE. Participants must turn in any quarterly or annual parking permits when they officially enroll in the Vanpool Program.

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

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

4. When a van is in need of a driver, a person qualified to be a driver who agrees 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.

5. 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.

6. PASSENGER gives the University of California, Santa Cruz, the absolute right and permission to use a photograph(s), video(s), and/or interview(s)] 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.

7. PASSENGERS terminating their vanpool agreement, must notify TAPS in writing thirty (30) days or one calendar month (whichever is shorter) in advance to terminate PASSENGER AGREEMENT. Vanpool rates are not prorated, so fees are charged whether or not PASSENGER rides the vanpool for the payment period. This Vanpool AGREEMENT shall terminate on the effective date thirty days or one calendar month after written notification. Any full month pre-paid PASSENGER FEES remaining will be refunded via the original payment method. Participants will return any unused incentive items, such as complimentary bus passes. PASSENGER is responsible for monthly or quarterly fees until written notice is given to TAPS and all unused incentives are returned.

III. PASSENGER RESPONSIBILITIES

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.

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 and waive Driver's responsibility for PASSENGER's non-use of a seatbelt.
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. Drivers must follow campus guidelines regarding pick-up locations due to safety considerations and will not change locations without prior approval from TAPS.
3. To notify the driver in advance of any change in scheduling such as vacation, business trips or illness.
4. 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.
5. To maintain a fragrance free vanpool in consideration of individuals with chemical or olfactory sensitivities.
5. To not smoke, drink alcoholic beverages or use illegal, non-prescribed controlled substances, or other substances that may cause impairment, in the van.

6. To recruit additional participants for the vanpool, when space is available.
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. 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 bicycle 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.
12. To agree to ride only on the vanpool to which the PASSENGER is enrolled. Switching vanpools must be pre-approved by TAPS.
13. To be financially responsible for any damage caused to the van by PASSENGER's negligent acts or omissions.
14. 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 (large boxes).
15. 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.
16. 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 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:

1. In the case of personal injuries to UCSC student participants in UNIVERSITY vanpools, the injured parties shall not be covered by University insurance. Contractors, vendors, volunteers, and all other non-student and non-employees shall provide written attestation for personal insurance or Workers' Compensation insurance and to waive right of subrogation in favor of the UNIVERSITY for any injuries to or death of such Non-University participant resulting from their participation in the UNIVERSITY's Vanpool Program. Students who are employed by the UNIVERSITY are covered by the UNIVERSITY'S Workers' Compensation policy.
2. In the case of personal injuries to non-University participants in University vanpools, the injured parties will need to rely on their personal insurance or resources, or payment from a third party causing injury or their insurance company, or their employer's Workers' Compensation program, and shall not be covered by University insurance.
3. 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. LIABILITY RELEASE & INDEMNIFICATION

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 also understand that, as I am not a UCSC employee who is covered by Workers' Compensation while a passenger in such a vanpool, that in order to be allowed to participate in the UCSC Vanpool Program, I must give up my rights to hold the Regents of the University of California, its officers, agents, and/or employees liable for any injury or damage which I may suffer while a vanpool passenger or driver or while entering or exiting a vanpool vehicle.

Knowing this, and in consideration of being permitted to participate in the UCSC Vanpool Program, I hereby voluntarily release the Regents of the University of California from any and all liability resulting from or arising out of my participation in the UCSC Vanpool Program, my riding as a passenger in any UCSC vanpool vehicle or temporary substitute vehicle thereof, and my operation of any UCSC vanpool vehicle.

I understand and agree that I am releasing not only the entities set forth in the paragraph above, but also the officers, agents, and employees of those entities, and that I expressly waive all rights under section 1542 of the Civil Code 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."

I understand and agree that I am releasing, discharging, waiving and forever relinquishing

any and all actions or causes of action that I may have or have had, whether past, present or future, whether known or unknown, and whether anticipated or unanticipated by me, arising out of my participation in the UCSC Vanpool Program, my riding as a passenger in any UCSC vanpool vehicle or temporary substitute vehicle thereof, and my operation of any UCSC vanpool vehicle. This release constitutes a complete release, discharge and waiver of any and all actions or causes of action against the Regents of the University of California, its officers, agents or employees.

I understand and agree that this release applies to personal injury, property damage, or wrongful death which I may suffer, even if caused by acts or omissions of others.

I understand that I am assuming full responsibility for any and all risk of death or personal injury or property damage suffered by me while participating in the UCSC Vanpool Program, my riding as a passenger in any UCSC vanpool vehicle or temporary substitute thereof, and/or my operation of any UCSC vanpool vehicle.

I understand and agree that this release will be binding on me, my spouse, my heirs, my personal representatives, my assigns, my children and any guardian ad litem for said children.

I understand and I am agreeing to release, indemnify and hold the Regents of the University of California and its officers, agents and employees harmless from any and all liability or costs, including attorneys' fees, associated with or arising from my participation in the UCSC Vanpool Program, my riding as a passenger in any UCSC vanpool vehicle or temporary substitute vehicle thereof, and my operation of any UCSC vanpool vehicle.

I, the PASSENGER, further agree to defend, indemnify and hold harmless the DRIVER and the UNIVERSITY from any and all fines resulting from my failure to wear a seat belt while riding in any vanpool vehicle or substitute thereof. I understand and 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.

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 AGREEMENT, 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.

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 Student and Non-University 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 | sdaryies@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