

University of California, Santa Cruz
Vanpool Driver Agreement

The University of California, Santa Cruz Vanpool Program, presented 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 Drivers 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 volunteer Primary Driver, Back-up Driver or Co-Driver (hereinafter called DRIVER) whose signature appears below and the Regents of the University of California (hereinafter called UNIVERSITY).

I. UNIVERSITY RESPONSIBILITIES

A. UNIVERSITY will make a commuter van available to DRIVER for “Vanpool Use.” “Vanpool Use” shall mean travel between the DRIVER’s residence, the pre-designated passenger pick-up locations and UCSC drop-off locations (the Commute Trip); and any fueling, maintenance, repair, cleaning or other activities required for operation of the vanpool vehicle. The vanpool vehicle shall also be available to DRIVER for such ancillary use as specified in the Driver Benefits section of this AGREEMENT.

B. UNIVERSITY Transportation and Parking Services (TAPS) will collect all passenger and DRIVER fares based on established payment procedures. UNIVERSITY will determine incentive programs, the operational costs, and the fare to be charged to passengers and DRIVER. UNIVERSITY may change Vanpool fares 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 complimentary temporary parking permits for those vanpool passengers who choose to carpool (defined as 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 will pay for DRIVER medical exams at the Santa Cruz Occupational Medical Center (SCOMC), or up to \$75 at a private physician, and driving training courses as required by the UNIVERSITY and State/Federal law for drivers of vanpool vehicles.

F. UNIVERSITY will strive to execute contracts with all authorized passengers in which they agree to release the DRIVER and UNIVERSITY from liability claims and demands of any kind for bodily injury, death, loss, theft, or damage to personal property; damages resulting from delays, tardiness, absences of the van on particular days; and for termination of the program. This contract with passengers will also release the DRIVER from liability related to passengers' non-use of seat belts.

G. UNIVERSITY will maintain all necessary vanpool vehicle report forms, and record log of inspections, maintenance, and repairs.

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

I. UNIVERSITY will confirm eligibility for all DRIVERS and participants. 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). Concurrent enrollment students and University Extension students are not eligible to participate. All participants must be 18 years or older.

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

K. DRIVERS or passengers going on leave, medical leave, furlough, sabbatical, 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 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 (30) day written notice must be given to TAPS to make arrangements to reserve a seat during the leave period.

L. DRIVERS terminating their vanpool AGREEMENT, must notify TAPS in writing thirty (30) days or one calendar month (whichever is shorter) in advance to discontinue MONTHLY FEE payroll deductions. Vanpool rates are not prorated, so fees are charged by the month whether or not DRIVER 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. DRIVER is responsible for monthly fees until written notice is given to TAPS and all unused incentives are returned.

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

N. 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 DRIVER or 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

A. All vanpool participants must officially enroll in the Vanpool Program through TAPS. Enrollment requires completion of a TAPS Permit & Program Application, payment or authorization of payment method, and signed Driver AGREEMENT. PASSENGER agrees to pay fees in the amount of \$_____, hereinafter defined as MONTHLY FEE. Participants must turn in any existing quarterly or annual parking permits when they officially enroll in the Vanpool Program.

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

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

D. 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.

E. 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.

F. DRIVER gives the University of California, Santa Cruz, the absolute right and permission to use a photograph(s), video(s), and/or interview(s) of themselves in its promotional materials and publicity efforts. DRIVER 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. DRIVER 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 DRIVER may have in connection with such use.

III. DRIVER DEFINITIONS

Primary Driver: An individual who operates the van for commute service on a full-time basis and is responsible for the driver duties listed below. Primary driver's monthly vanpool fees are waived.

Co-Drivers: Two individuals who share equally in vanpool driving responsibilities and the driver duties listed below. Co-drivers receive a 50% discount on the monthly vanpool fees.

Back-up Driver: An individual who acts as a temporary replacement for the primary driver or co-drivers when they are unable to drive. Back-up drivers are expected to drive for approximately 25% of all trips on an annual basis and assist the primary or co-drivers with the driver duties listed below. Back-up drivers receive a 25% discount on the monthly vanpool fees.

IV. DRIVER DUTIES

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 VIII. 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. DRIVERS 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.

B. Driver Daily Duties:

1. Ensure daily operation of the vanpool with the assistance of back-up drivers according to the UNIVERSITY annual calendar.
2. Complete a safety check before operating the van.
3. Always use seat belts when operating the van and advise all passengers to use seatbelts.
4. Maintain a list of all passengers and allow only passengers who have paid and have clearance from UNIVERSITY to ride the vanpool.
5. Keep a daily log of riders, mileage and other records as required by UNIVERSITY.
6. Furnish a secure overnight parking place for the van (preferably off-street.)
7. Lock and remove keys when the van is unattended.
8. Provide prompt written notice to TAPS of any changes in personal or business addresses including phone number(s) and e-mail addresses. All DRIVERS are responsible for checking their UCSC email accounts to receive Vanpool Program correspondence.

C. Driver Weekly Duties:

1. Take the van to Fleet Services to be fueled.

D. Driver Monthly Duties:

1. Submit the following paperwork to TAPS' Vanpool Coordinator by the fifth (5th) day of the month.
 - a) Mileage log from previous month
 - b) Daily passenger ridership rosters
2. DRIVER will schedule and take the van to UCSC Fleet Services for monthly cleaning at by contacting 831-459-2228.

E. Driver Duties When Needed:

1. Take van to Fleet Services every 6000 miles or 6 months (whichever comes first) for preventative maintenance as required by the State of California.
2. Take the van to Fleet Services immediately for safety related issues (i.e. burned out head-light, non-functioning turn indicator, etc.) or for any mechanical problems.

3. Contact passengers and Vanpool Coordinator as soon as possible in case of any break in vanpool service.
4. Attend driver meetings as scheduled.
5. Train passengers on use of the bike rack and ensure that racks are secure before the van is in motion. DRIVER is not responsible for loading or unloading passenger bikes.
6. As requested by TAPS staff, share or distribute information to vanpool participants.

V. DRIVER QUALIFICATIONS

A. The Qualified Driver Shall:

1. Be a UNIVERSITY staff, faculty or graduate student over 21 years of age.
2. Hold a valid Class C California Driver's License
3. Have a minimum of 5 years of general driving experience.
4. Have no at-fault accidents in the 3 years prior to assuming driver responsibilities and not more than one during any 3-year period while performing vanpool driver responsibilities. While serving as a qualified DRIVER of a Vanpool vehicle, DRIVER must notify TAPS of any citations or accidents while driving the Vanpool Vehicle within 48 hours.
5. Have no more than 1 moving violation in the 3 years prior to assuming driver responsibilities and not more than 2 during any 3-year period while performing vanpool driver responsibilities.
6. Have no Driving Under the Influence (DUI) offenses at any time.
7. Have no DMV suspension or revocation disqualifying action taken against their driving license or certificate.
8. Authorize UNIVERSITY to review driving records through the Department of Motor Vehicles and participate in the **DMV Pull Notice System administered by the UNIVERSITY (Attachment A)**.
9. Attend and successfully complete driver training/defensive driving courses required by UNIVERSITY.
10. As required by the State of California DMV, pass a medical examination

required for a class B license every two years (unless required to do so more frequently) and possess evidence of a medical examination when operating a vanpool. Failure to have a valid or current exam will disqualify driver immediately.

11. Carry a valid Sworn Statement Card (pursuant to California Vehicle Code Section 12804.9(j)), which states that you have not been convicted of Drunk Driving, Reckless Driving or a Hit-and-Run offense in the past 5 years. UNIVERSITY will issue card after clearance is received and annually thereafter.

VI. ANCILLARY USE POLICY

A. In addition to Vanpool use, DRIVERS may use the van on University business days during the period beginning two (2) hours prior to the Commute Trip and ending three (3) hours following the Commute Trip as defined by the following Ancillary Use Policy:

B. DRIVER ancillary use of the van is limited to a total of 375 miles per fiscal quarter (July – September; October – December; January – March; April – June). This amount of mileage is the total amount allotted for ancillary use by ALL drivers of the van and will be split as described below. All ancillary use must be properly documented in the Driver Log.

C. Primary Driver receives primary use of allotted mileage for ancillary use.

D. Co-drivers split primary use of allotted mileage for ancillary use.

E. Back-up Drivers may use the van for ancillary use if arranged with the Primary Driver or Co-drivers in advance. The Primary Driver or Co-drivers will inform the Back-up Driver about how much allotted mileage is available for Back-up Driver to use for ancillary use.

F. DRIVER may use the van for the following ancillary use purposes only:

- (a) Conduct brief (one hour or less) personal errands
- (b) Attend medical and dental appointments
- (c) Conduct official University business (does not include Union Business Leave or union related business)
- (d) Participate in educational or vocational opportunities
- (e) Transport household members. Driver may not carry any passengers during ancillary use periods with the exception of household members who have an Ancillary Use Rider Agreement (Exhibit B) on file with TAPS. DRIVER may not carry household members under 18 years of age.
- (f) Respond to unanticipated personal emergencies.

G. The UNIVERSITY will pay for fuel used for ancillary use. If DRIVER usage exceeds 375 ancillary use miles in any one quarter, DRIVER will be billed by TAPS for the then

current vehicle mileage reimbursement rate specified in the campus Travel Policy. DRIVER is not eligible to request personal reimbursement from DRIVER's Department for use of the van on official University business.

H. Official University use must be approved by the DRIVERS' department(s) and all vehicle mileage must be reimbursed by the Department should such use result in the van exceeding 375 ancillary use miles. Before the van can be used for official University business, the DRIVERS' department(s) must have a written agreement on file with TAPS including billing information for reimbursement.

VII. PROGRAM REGULATIONS

A. DRIVER agrees to the following rules and regulations (similarly outlined in the Passenger Agreement):

1. Depart from pick-up and drop-off locations at the prescribed time. DRIVER is not expected to wait for late passengers.
2. 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. DRIVERS are not allowed to make additional stops other than the pre-designated pick-up and UCSC drop-off locations.
3. Wear a seatbelt when operating the van.
4. To ensure the vanpool continues to operate daily, the designated DRIVER will notify Primary Driver, Co-Drivers and Back-up Drivers in advance when ill, on vacation, or other reason for being unable to drive the van.
5. Notify UNIVERSITY thirty (30) days before terminating participation in Vanpool Program.
6. Recruit additional participants for the vanpool when space is available.
7. Comply with reasonable requests of the other drivers and passengers.
8. 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. UCSC Principles of Community and standards of conduct apply at all times while riding the van.
9. Ensure passengers seat themselves in a manner that facilitates passenger

loading and unloading or accommodates special consideration for physical limitations with the understanding that seats on the van are not reserved.

10. Follow the Complaint Resolution Procedure and participate in mediation efforts described in Section VIII.

11. Refrain from bringing any personal items of a size and quantity that impacts safety, access in and out of the van, or other passenger comfort (i.e. luggage, large boxes).

12. Maintain a fragrance free vanpool in consideration of individuals with chemical or olfactory sensitivities.

13. 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. DRIVER will receive this information via email or written form from TAPS.

B. Only drivers approved by UNIVERSITY are permitted to drive the van for the purpose of bringing vanpool participants to and from UCSC drop-off locations, and during ancillary use. Spouses, partner's household members, or family members of DRIVERS are not permitted to drive the van at any time and can only ride in the vehicle if a signed Ancillary Use Rider Agreement (Exhibit B) is on file with the TAPS department. All riders must be 18 years or older.

C. In accordance with UNIVERSITY policy, smoking, drinking alcohol beverages, or using controlled substances are not permitted at any time in the van.

D. In accordance with California State Law, it is unlawful to drive any motor vehicles while wearing headphones. A person shall not drive a motor vehicle while holding and operating a handheld wireless telephone or an electronic wireless communications device.

E. All repair work will be done by Fleet Services or agencies approved by UNIVERSITY. The Driver will advise the UNIVERSITY of needed repairs as promptly as possible.

F. No accessories or equipment (including seats) shall be added or removed from the van without prior written consent from UNIVERSITY.

G. Each vanpool participant 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 participant 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. Vanpool participants must provide their own locking devices. Participants using bike racks are solely responsible for securing bicycles to the rack in a proper manner. By using the bike

racks, vanpool participants assume all risk of loss of or damage to their bicycles from such use, and agree to waive, release and hold both UNIVERSITY and other drivers harmless from any and all such claims.

H. DRIVER agrees that the vehicle WILL NOT BE USED in any of the following ways:

1. In a negligent manner; drivers must obey all traffic laws, including but not limited to, all speed limits.
2. By any person under the influence of intoxicants or narcotics.
3. In any race, speed test, or contest.
4. To propel or tow any trailer or vehicle.
5. Other than upon a paved public highway or paved or suitably graded private road or driveway.
6. To carry large furniture or other objects that might affect safe operation of vehicle.
7. To carry passengers for hire or for exchange of goods.
8. In any manner that jeopardizes the safety of drivers, passengers, or others on the road.

I. DRIVER is a representative of the UNIVERSITY and obligated to adhere to all UNIVERSITY policies and regulations including Neighborhood Traffic Mitigation Measures, Employee Pull Notice as noted in Attachment A, and Campus Parking Policies.

1. When requested, DRIVERS will follow guidelines regarding routes in neighborhoods to minimize traffic impacts on the surrounding community.
2. Although some vans have Exempt License Plates (or “E-Plates”), they do not have exempt privileges and will be cited according to violation. In locations where UCSC parking is enforced, the van must be parked in its designated Vanpool parking space or in parking spaces reserved for A or R permit holders. University Vehicle parking spaces are available by exception only. Parking in spaces designated for Disabled parking, metered parking (without paying), vendor parking, emergency vehicle parking, or next to red curbs or curb cuts for pedestrians is not allowed and subject to citation. All citations issued will be the responsibility of the DRIVER.

J. DRIVER understands that the UNIVERSITY requires the DRIVER to operate and use the vehicle in a safe and prudent manner. DRIVER will operate the vehicle in accordance

with all applicable laws, ordinances, rules, and regulations. Payment of any citation or violation of applicable laws and ordinances will be the responsibility of the DRIVER. If the vehicle is involved in a violation for which the DRIVER receives a citation, UNIVERSITY must be notified within 24 hours. Proof of resolution must be sent to UNIVERSITY within 30 days.

K. DRIVER agrees to pay all fines, forfeitures, court costs, and other expenses that may be assessed against UNIVERSITY and which are due by reason of DRIVER'S negligent operation of the vehicle, as defined by this AGREEMENT, that results in a traffic/parking citation or criminal charges.

L. DRIVER will notify UNIVERSITY as soon as possible of any occurrence which may affect UNIVERSITY interest including, but not limited to: All accidents causing personal injury or property damage; citations for violation of motor vehicle, traffic, or parking laws; suspension, cancellation or lapse of driver's license; defects, malfunctions or breakdowns of the vehicle; termination of DRIVER's employment with UNIVERSITY; inability, for whatever reason, to provide the required services.

M. DRIVER will report within 24 hours to UNIVERSITY any accident involving bodily injury or property damage. This includes any injury to a vanpool passenger occurring during the Commute Trip, whether such injury occurs while the passenger is riding in the van, is entering or exiting the van, or otherwise. Driver will have all passengers fill out a UCSC Automobile Accident or Loss Report and submit all witness accounts to TAPS.

N. DRIVER will notify UNIVERSITY of all citations or arrests regardless of what vehicle is driven, including personal vehicles. DRIVER agrees not to operate any UNIVERSITY vehicle for any purpose after such citation or arrest without the prior approval of TAPS, and further agrees to defend indemnify and hold the UNIVERSITY, its officers, agents and employees harmless from any and all claims for bodily injury, including death, and damage to property, including the loss of use thereof, arising out of DRIVER's operation of the van without providing the required notice to TAPS.

O. DRIVER agrees to report immediately all injuries incurred as the result of their UCSC Vanpool Program participation to TAPS at (831) 459-4289 and immediately to the Office of Risk Management 831-459-1787, FAX (831) 459-3268, 1156 High Street - H Barn, Santa Cruz, CA 95064.

VIII. 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 C**.

IX. INSURANCE COVERAGE AND RESPONSIBILITIES

The following outlines insurance coverage as it relates to the Vanpool Program:

A. The DRIVER, and all authorized passengers who are UNIVERSITY employees, are 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 Vanpool Use period or death results there from. In addition, the DRIVER and all authorized passengers, if UNIVERSITY employees, are covered by the UNIVERSITY's Self-Insured Workers' Compensation Program for any injury or death resulting from operation of Vanpool vehicles within the course and scope of official UNIVERSITY business (Documentation of official University use is required from the DRIVER's UNIVERSITY department).

B. The UNIVERSITY's Self-Insured Workers' Compensation Program does NOT provide any coverage for injuries or death of DRIVER while the Vanpool vehicle, or any substitute vehicle, is being used for any purpose other than Vanpool Use or official UNIVERSITY business. The DRIVER will need to rely on personal insurance or resources, or the insurance or resources of responsible third parties for such injuries or death.

C. DRIVER agrees to obtain a signed Vanpool Ancillary Use Rider Agreement (attached hereto as Attachment B) from each and every person whom DRIVER permits or allows to ride in the Vanpool vehicle, or any substitute therefore, during ancillary use periods. DRIVER further agrees to file all such Agreements with TAPS prior to permitting or allowing any other person(s) to ride in the vehicle. DRIVER hereby agrees to defend, indemnify and hold the UNIVERSITY, its officers, agents and employees harmless for any and all claims for bodily injury, including death, and damage to property, including the loss of use thereof, resulting from any failure of DRIVER to comply with the terms of this paragraph. All persons riding in the Vanpool vehicle, including the DRIVER, during any ancillary use period or period in which the Vanpool vehicle is operated for any use not expressly permitted by this AGREEMENT, are not covered by the UNIVERSITY's workers' compensation program. Such persons will need to rely on their personal insurance or resources, or on payment from third parties (or their insurers) who caused the injuries or property damage.

D. UCSC student participants in the UNIVERSITY's Vanpool Program, with the exception of student employees, are not covered by the UNIVERSITY's workers' compensation program for any injuries they may receive while riding in University Vanpool vehicles. Student participants are required to rely on their personal insurance or resources, or on payment from third parties (or their insurers) who caused the injuries or property damage.

E. Non-University personnel approved by TAPS to participate in the Vanpool Program are not covered by the UNIVERSITY's Workers' Compensation program for any injuries they may receive while riding in University Vanpool vehicles. As a condition of participation in the UNIVERSITY's Vanpool Program, a Non-University participant's

employer must have a written agreement with the UNIVERSITY in which the employer agrees to provide workers' compensation coverage for the Non-University participant, 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.

F. The UNIVERSITY's Automobile Liability Self-Insurance Program covers the UNIVERSITY (and the DRIVER if the Vanpool vehicle, or any substitute thereof, is used as is expressly permitted by this AGREEMENT) for injuries or property damage caused by negligence of the DRIVER or the UNIVERSITY in operation of the Vanpool Vehicle, or any substitute thereof. The DRIVER is not covered by the UNIVERSITY's Automobile Liability Self-Insurance Program for any use of the Vanpool vehicle, or any substitute thereof, other than such use as is expressly permitted by this AGREEMENT.

G. The UNIVERSITY's Self-Insured Vehicle Physical Damage Program covers physical damage to Vanpool vehicles when used as expressly permitted by this AGREEMENT. DRIVER shall be financially responsible for any damage to the Vanpool vehicle resulting from or occurring during any use of the vehicle not specifically authorized by TAPS or this AGREEMENT.

H. The UNIVERSITY assumes no responsibility for the loss, theft, or damage to personal property in or on Vanpool vehicles, including bicycles on vehicle bicycle racks. The owners of such property, including the DRIVER, hereby assume any and all risks of such loss, theft or damages and agree to waive and release all claims and hold the University, its officers, agents and employees, harmless for all such loss theft and damage.

I. Recovery of costs under all of the above UNIVERSITY Self-Insurance Programs will be undertaken in all cases of intentional misuse of Vanpool vehicles, gross failure to exercise reasonable care in operation of Vanpool vehicles, or any use of Vanpool vehicles not specifically authorized by this AGREEMENT.

X. IN CASE OF AN ACCIDENT AND/OR INJURY

In the event of an emergency, injured DRIVERS and PASSENGERS can go to the nearest Emergency Room or call 9-1-1.

The DRIVER agrees to report all injuries to Vanpool vehicle riders, vehicle accidents, or property damage arising out of use of the Vanpool vehicle, or any substitute thereof, to TAPS and the Office of Risk Management 831-459-1787, FAX (831) 459-3268 as soon as possible, but no later than one University business day after such event. In the event of a vehicle accident, follow the instructions on the accident packet provided in the Vanpool Vehicle. DRIVER agrees not to make any statement regarding the accident to anyone, except for law enforcement, prior to reporting the accident to the Office of Risk Management.

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

XI. EMERGENCY BREAKDOWN PROCEDURE

In the event of a breakdown, the driver shall follow the procedures outlined in the Emergency Breakdown Procedure packet provided in the van. DRIVER will not attempt to address any malfunction of the Vanpool vehicle.

XII. ELECTION OF REMEDY AND INDEMNIFICATION

A. ELECTION OF REMEDY: As a consideration of my participation in the UNIVERSITY's Vanpool Program and in consideration of my use of Vanpool vehicles for the ancillary use purposes stated above, I hereby agree that in the event I am injured or contract any illness or disease during any Vanpool Use period and as the result of my participation in the UNIVERSITY's Vanpool Program, that I am hereby electing coverage under the UNIVERSITY'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. This election of remedy shall be binding on myself, my spouse, heirs, administrators, executors, and assigns. In the event I am not an employee of the UNIVERSITY at the time of

contracting such illness, injury or disease, I agree that I am making this election as an official UNIVERSITY volunteer.

B. WAIVER, 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.

In consideration of my participation in the UNIVERSITY Vanpool Program, my ancillary use of the Vanpool vehicle, and my coverage under the UNIVERSITY's Workers' Compensation Program, I the undersigned DRIVER do hereby agree for myself, my spouse, heirs, administrators, executors and assigns to 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 Vanpool DRIVER service, my use of UNIVERSITY vehicles, and/or my participation in the UNIVERSITY's Vanpool Program against its officers, agents and employees, 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 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, the DRIVER, 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 Vanpool Driver services or my participation in the University's Vanpool Program shall be prosecuted against the UNIVERSITY, its officers, agents or employees, I shall defend, indemnify and hold harmless 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 DRIVER, 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."

XIII. 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.

XIV. NO WARRANTY

UNIVERSITY MAKES NO WARRANTY WITH RESPECT TO THE SAFETY OF

PARTICIPATION IN THE VANPOOL PROGRAM WITH REGARD TO ANY INFECTIOUS DISEASE.

XV. 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, DRIVER 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 agreed to all terms and conditions of this AGREEMENT, and will comply with the duties, responsibilities, policies and procedures of the UNIVERSITY's Vanpool Driver AGREEMENT. I agree that my violation of any of the rules, obligations, responsibilities or procedures of the Driver AGREEMENT is cause for immediate termination of my DRIVER services and participation in the Vanpool Program. I agree to allow the UNIVERSITY to review my driving record through the DMV and to participate in the Pull Notice Program as described in Attachment A. 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

UCPATH Identification # _____

Department: _____

Mail Stop: _____

Work/Office Location: _____

Cell Phone: _____

Work Phone: _____

Email Address: _____

Home Phone: _____

Home Address: _____

City: _____

Zip Code: _____

In case of emergency, please notify:

Name: _____

Relationship: _____

Cell Phone: _____

Work Phone: _____

Email Address: _____

Home Phone: _____

Home Address: _____

City: _____

Zip Code: _____

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

Reviewed By (TAPS Representative): _____ **Date:** _____

ATTACHMENT A
California DMV Employer Pull Notice Program



EMPLOYER PULL NOTICE PROGRAM
AUTHORIZATION FOR
RELEASE OF DRIVER RECORD INFORMATION

I, _____, California Driver License Number, _____, hereby authorize the California Department of Motor Vehicles (DMV) to disclose or otherwise make available, my driving record, to my employer, University of California at Santa Cruz _____

COMPANY NAME

I understand that my employer may enroll me in the Employer Pull Notice (EPN) program to receive a driver record report at least once every twelve (12) months or when any subsequent conviction, failure to appear, accident, driver's license suspension, revocation, or any other action is taken against my driving privilege during my employment.

I am not driving in a capacity that requires mandatory enrollment in the EPN program pursuant to California Vehicle Code (CVC) Section 1808.1(k). I understand that enrollment in the EPN program is in an effort to promote driver safety, and that my driver license report will be released to my employer to determine my eligibility as a licensed driver for my employment.

EXECUTED AT: CITY	COUNTY	STATE
<u>Santa Cruz</u>	<u>Santa Cruz</u>	<u>CA</u>
DATE	SIGNATURE OF EMPLOYEE	
	X	

I, Julie Munnerlyn _____, of UC Santa Cruz Transportation and Parking Services _____

AUTHORIZED REPRESENTATIVE

COMPANY NAME

do hereby certify under penalty of perjury under the laws in the State of California, that I am an authorized representative of this company, that the information entered on this document is true and correct, to the best of my knowledge and that I am requesting driver record information on the above individual to verify the information as provided by said individual. This record is to be used by this employer in the normal course of business and as a legitimate business need to verify information relating to a driving position not mandated pursuant to CVC Section 1808.1. The information received will not be used for any unlawful purpose. I understand that if I have provided false information, I may be subject to prosecution for perjury (Penal Code Section 118) and false representation (CVC Section 1808.45). These are punishable by a fine not exceeding five thousand dollars (\$5,000) or by imprisonment in the county jail not exceeding one year, or both fine and imprisonment. I understand and acknowledge that any failure to maintain confidentiality is both civilly and criminally punishable pursuant to CVC Sections 1808.45 and 1808.46.

EXECUTED AT: CITY	COUNTY	STATE
<u>Santa Cruz</u>	<u>Santa Cruz</u>	<u>CA</u>
DATE	SIGNATURE AND TITLE OF AUTHORIZED REPRESENTATIVE	
	X	

To obtain a driver record on a prospective employee you may submit an INF 1119 form. To add this driver to the EPN Program you must submit the applicable forms: INF 1100, INF 1102, INF 1103, INF 1103A form. You may obtain forms at our website at www.dmv.ca.gov/otherservices, or by calling 916-657-6346.

THIS FORM MUST BE COMPLETED AND RETAINED AT THE EMPLOYER'S PRINCIPAL PLACE OF BUSINESS AND MADE AVAILABLE UPON REQUEST TO DMV STAFF.

DO **NOT** RETURN THIS FORM TO DMV.

ATTACHMENT B

UNIVERSITY OF CALIFORNIA, SANTA CRUZ (UCSC) VANPOOL ANCILLARY USE RIDER AGREEMENT AND WAIVER

(For use by household members 18 years or older riding as passengers in UCSC Vanpools)

I understand that there are risks and dangers inherent in riding in Vanpool vehicles, including but not limited to automobile collisions, vehicle over-turn, mud slides, earthquakes, and infectious disease. I also understand that in order to be allowed to ride in the UCSC Vanpool vehicle as an ancillary use rider, 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 riding in the UCSC Vanpool vehicle as an ancillary rider or while entering or exiting a vanpool vehicle. Knowing this, and in consideration of being permitted to ride in the UCSC Vanpool vehicle as an ancillary use rider, I hereby voluntarily release the Regents of the University of California from any and all liability resulting from or arising out of riding as an ancillary rider in any UCSC vanpool vehicle or temporary substitute vehicle thereof, my unauthorized operation of any UCSC vanpool vehicle and my entering and exiting the 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 this Release will have the effect of 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 riding as an ancillary use rider in any UCSC Vanpool vehicle or temporary substitute vehicle therefore, my unauthorized operation of any UCSC vanpool vehicle and my entering and exiting the 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 by signing this Release, I am assuming full responsibility for any and all risk of death or personal injury or property damage suffered by me while riding as an ancillary use rider in any UCSC Vanpool vehicle or temporary substitute vehicle thereof, my unauthorized operation of any UCSC Vanpool vehicle and my entering and exiting the 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 agree that by signing this Release, 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 riding as an ancillary use rider in any UCSC Vanpool vehicle or temporary substitute vehicle therefore, my unauthorized operation of any UCSC Vanpool vehicle and my entering and exiting the Vanpool vehicle.

I acknowledge that I have read this Release Agreement and that I understand the words and language in it and agree to all of its terms and conditions. I have been advised of the potential dangers incidental to participating in Vanpool ridership.

Print Name: _____ Dated: _____, 20__

Sign Name: _____

Witness: _____ Dated: _____, 20__

Original: To be retained two years by TAPS after Vanpool participation ceases. Copy: To Participant

ATTACHMENT C: CONTACTS FOR EQUITY & 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