



## Cal Poly Pomona Rideshare Vanpool Program

### Driver Agreement

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#### Eligibility Requirements

To join the Cal Poly Pomona Rideshare Vanpool program you must be a Cal Poly Pomona state employee over 18 years of age as one of the following:

- 12 month permanent or probationary, part-time or more
- Temporary staff appointment with a 90 day contract or more
- Temporary lecturers with one quarter appointment or more
- Temporary emergency appointment with a 90 day contract or more

All employees must:

- Must report to work between 6-10 AM
- Complete a Vanpool Driver Agreement and a Rideshare registration form
- Agree to the Cal Poly Pomona Rideshare Policies and Procedures

#### Driver Requirements

To drive a Cal Poly Pomona van you must:

1. Be authorized to drive a state vehicle and be cleared through the DMV Pull Program which requires that drivers:
  - Possess and maintain a valid California Drivers License
  - Maintain a safe driving record with no more than three moving violations, no more than six DMV points or any combination thereof in the past 12 month period
  - Complete the CSU approved Defensive Drivers Training program and renew it every four years
  - Agree to abide by the CSU Vehicle Use Policy
  - Complete an Authorization to Travel on State Business form
2. Pass the DMV physical and renew it every two years and carry the Medical Examiners Certificate (green card) anytime you drive the van.
3. Sign the Sworn Statement card verifying you have a safe driving record and renew it every year and carry it anytime you drive the van.
4. Abide by all polices through University Risk Management on operating state vehicles.

## The Vanpool Program

- A vanpool is a vehicle occupied by 7-15 people traveling together between their homes and work for 51% or more of the total trip distance, arriving between 6-10 AM. (AQMD Rule 2202)
- Participation in the Vanpool Program is voluntary and not a condition of employment. Work hours are not to be used to conduct vanpool business without prior supervisory approval.
- The Vanpool Program may be withdrawn at any time. The program will be evaluated periodically and may be modified or discontinued with appropriate notice to members.
- Vanpools are strictly for travel between the driver's home, designated pick-up points, and Cal Poly Pomona. All vans are state vehicles and are not for private use. No one may use the van for personal use at any time. Personal use violation will result in immediate termination of the vanpool agreement.
- Only Cal Poly Pomona employees registered with the Rideshare office are allowed to ride the van. Van members may not allow family members or any person who is not approved by the Rideshare office to ride in the van.
- All vanpool members must agree to ride the van four to five days per week *except* for authorized time off for vacation, illness, jury duty, leave of absence, medical appointments, or other non-commute days. Any exception to the 4-5 days a week minimum must be approved by the Rideshare office.
- The vanpool members assist the Rideshare office to help maintain more than six full time riders at all times. Less than six passengers may result in the vanpool ending immediately and the participants may be asked to form a carpool.
- Vehicles may be exchanged at anytime to meet the program needs.
- Submitting false claims to the Rideshare Program is misuse of state funds and illegal. Riders who submit false claims are subject to losing their program participation and/or incentive privileges, disciplinary action or criminal prosecution. Depending on the severity of the abuse the case may also be referred to the appropriate Dean or Vice President.
- Should the van need to be serviced or repaired for an extended period of time passengers must provide their own transportation until the van is repaired unless Rideshare has a loaner van available.
- Vanpool members are not reimbursed for work time lost due to commute conditions.
- The university is not responsible for collision or damages sustained by passenger's personal vehicles parked in "pick-up area" parking lots.
- No animals are allowed in the van at any time except Seeing Eye dogs.

- Employees misusing state vehicles may be personally liable for damages to persons or property and all legal expenses because the act is outside of the course and scope of their employment during the misuse. Employees who misuse state vehicles are also subject to disciplinary action by the university.
- This agreement will immediately terminate if/when: there is no qualified driver or alternate, the van is not drivable, or the members breach any of their obligations under the terms of the driver or passenger agreements.
- Driver Agreements may be refused or terminated if the Rideshare office or university has documented knowledge of an incident, or combination of incidents which could lead the Rideshare office to believe that an individual is unfit to drive or ride in a vanpool.
- Reckless driving reported from passengers, state employees, or non-state witnesses will result in the termination of this Driver Agreement.
- There may be unforeseen circumstances that arise and the Rideshare office will address each circumstance separately.

### **Driver Definitions**

- Primary driver – one who drives the van a majority of the time.
- Back up driver – one who drives part time or when the primary driver is unable to drive the van.
- Co-drivers: drivers who share the driving equally.

### **Incentives:**

Members receive monthly credit to their Bronco Access card on or about the 15th of each month based on the Rider Log submitted by the driver.

\$1 a day: each day a member rides the van

\$2 a day: each day a driver drives the van

\$10 a month bonus: members who ride 80% or more during the month

If a van is unable to make its daily run members may carpool on that day and still receive \$1 for that day.

If a member doesn't ride the van to work in the morning, but chooses to ride the van home, the incentive for the day will not be paid due to the AQMD Rule 2202.

Members who purchase a parking permit are mailed quarterly reimbursement checks:

55¢ per day for each day of ridesharing

Members who participate 80% or more during the quarter will receive a maximum reimbursement of \$12 per month, based on the cost of the permit.

### **Vanpool Billing:**

- Primary drivers may opt to ride free as long as the van maintains a minimum of seven passengers. Primary drivers must pay a monthly fare if the van has less than seven members during that month. If the van adds a member to the monthly billing, the driver reverts to riding for free as of that month.
- Co-drivers who split the driving equally split a fare equally, as long as the van has the minimum riders. Co-drivers each pay a full share if the van has less than seven riders during that month. If the van adds a member to the monthly billing, the co-drivers revert to splitting a fare equally as of that month.
- Vanpool bills are e-mailed to members and are due on or about the 15<sup>th</sup> of each month. If a member does not have access to e-mail the driver is to notify them of the amount due.
- A \$10 late fee will be added to payments made after the due date.
- Billing is calculated on this formula:  
 $(\text{monthly mileage} \times 8\text{¢}) + (\text{monthly fuel}) \div (\text{number of riders}) = \text{payment per rider}$

The monthly mileage multiplied by 8¢ to calculate the maintenance fee. This fee covers all vehicle repairs and regular maintenance without causing drastic changes to the monthly bills. The maintenance fee is reviewed by the Rideshare office at the beginning of each fiscal year and is subject to change.

- Vanpool agreements may be revoked for non-payment of vanpool charges to Rideshare. This action will jeopardize future participation in the Rideshare Program and incentive privileges.
- Members registered to ride the van during the month pay for the full month regardless of the number of days riding on the van. Bills are never pro-rated.
- Members must give the Rideshare office a two week notice to be removed from the billing.

### **Driver Responsibilities**

- Schedule adequate time for all members to be on time to their work station. Allow travel time for conditions such as heavy traffic and inclement weather.
- Adhere to scheduled departure times. It is recommended that vans arrive at the pick-up point no later than five (5) minutes prior to departure time and wait no more than five (5) minutes. Repeated tardiness of the driver or “no show” during vanpool commute may result in driver removal.
- Work with the passengers in regard to seat assignment if necessary, radio use, air-conditioning and heat, pick-up locations, or other related issues.
- Be aware of any sensitive issues and discuss with the passenger individually if needed. Issues that cannot be resolved in this manner may be referred to the Rideshare office for arbitration.

- Inform all passengers of changes of pick up times or location, or when an alternate driver will be driving.
- Maintain all logs and necessary forms for vehicle operation and submit them in a timely manner.
- Only allow authorized employees to ride the van. Allowing family members, or any person not authorized by the Rideshare office to ride may result in driver dismissal.
- Refrain from using cell phones for personal use while driving and follow current cell phone laws. Misuse of cell phones may result in termination of driver agreement.
- Obey all California State University policies, including the non-discrimination and sexual harassment policy. Do not verbally, physically, or sexually abuse, harass, or intimidate any passenger.
- Do not smoke, consume alcohol or any illegal controlled substances while driving, riding, or operating the van at any time.
- Ensure all passengers comply with the use of seat belts. Everyone riding in the van must comply with the mandated seat belt laws.
- Communicate and coordinate van accessibility when Alternate/Back-up driver is needed.
- Make and keep appointments for scheduled servicing with the campus Auto Shop.
- Report urgent repair needs to the campus Auto Shop immediately.
- Report traffic violations received while driving the van to the Rideshare office within 48 hrs. Depending on the violation and the driver's DMV history, a driver may lose vanpool driving privileges.
- Operate the vanpool in a safe and prudent manner. Drivers are responsible for any traffic tickets/fines/penalties obtained while driving the van. Exceptions are vehicle repair violations.
- Obey all California Vehicle Code and applicable city ordinances at all times including the following: use safe and courteous driving habits, be courteous and considerate of passenger's needs and safety.
- Adhere to all New Laws for Motorists when it applies.

### **Use of Vans**

#### **The following conditions are considered to be misuse of university vehicles:**

- Driving a university vehicle without authorization by proper university officials.
- Using a Rideshare van for personal use.
- Driving without a valid *California or other State* operator's license of the appropriate class for the type vehicle being driven.
- Permitting a person who is not an authorized university employee to drive a university vehicle.
- Engaging in unsafe driving practices.

- Falsification of logs, defensive driver training program certificates, accident reports, or other forms relative to the use of the vehicle.
- Improper storage or parking of university vehicle.
- Allowing unauthorized passengers to ride in the van.
- Failure to comply with any law, regulation, or policy regarding the use of university vehicles.
- Fueling the van at an off campus station unless otherwise authorized by the Rideshare office.
- Failure to carry the Voyager Fuel Card at all times while operating the vehicle.
- Failure to comply with the campus Auto Shop instructions regarding scheduled maintenance.

### **California State University - University and Private Vehicle Policy Guidelines**

[http://www.csupomona.edu/~rms/before\\_driving.htm](http://www.csupomona.edu/~rms/before_driving.htm)

[http://www.calstate.edu/HRAdm/Policies/csumv\\_policy\\_guideline.pdf](http://www.calstate.edu/HRAdm/Policies/csumv_policy_guideline.pdf)

Executive Order 691 <http://www.calstate.edu/eo/EO-691.pdf>

State Administrative Manual <http://sam.dgs.ca.gov/default.htm>

### **Accident/Incident Reporting**

**In the event of a medical emergency call 911 immediately.** Vans are state vehicles and drivers must complete the following state forms (kept in the glove compartment) while still at the scene of the accident:

- **Accident Identification form 269** – follow the instructions for reporting and documenting details of the accident.
- **Vehicle Accident Report form 270** – follow the instructions at the top of the form.

Submit both completed forms to the Rideshare office within 48 hours. The Rideshare office will forward the information to Risk Management.

- If there are injuries or property damage call the California Highway Patrol or local police and request a report be made.
- Call the Rideshare office and campus Auto Shop to report the accident by the next business day.
- If an accident occurs on university property, immediately contact University Police and request a report be made.
- Refer to Breakdown Procedures for instructions how to arrange a loaner van and towing if needed.

Employees must not make any admission as to who was at fault, nor make any attempt to settle claims or otherwise establish liability with the other parties to the accident or their insurance companies. An employee who is involved in a vehicular accident must not discuss the accident with anyone except:

- Investigating Traffic Officers
- Employee's Supervisor/Manager
- Cal Poly Pomona Rideshare Office
- Authorized Cal Poly Pomona/State Officers
- Cal Poly Pomona's Risk Manager and Workers' Compensation Claims Analyst
- State's Insurance Adjusters

Should an accident result in injury to anyone other than university employees, or serious damage to the property of others the accident must also be reported immediately by telephone 916-376-5300 or FAX 916-376-5277 to the State Office of Risk and Insurance Management in Sacramento. On weekends, call 916-376-5295 to leave a voice mail. This notification is required in addition to notifying University Risk Management at 909-869-4846.

### **Breakdown Procedure**

In the event of a vehicle breakdown or accident while off campus:

- Make arrangements with National Auto to have the vehicle towed to the Auto Shop on campus. For after hours towing contact Cal Poly Pomona Dispatcher to arrange for a parking officer to meet the tow truck at the shop.
- Notify the Rideshare office and the campus Auto Shop by phone as soon as possible. The van driver is not authorized to approve repairs to the vehicle.
- If needed, a replacement van can be delivered to the site of the breakdown. Contact the Rideshare office during business hours or the Cal Poly Pomona Dispatcher after hours. Two parking employees will be dispatched to coordinate delivery of the replacement van.
- Complete the loaner mileage and fuel information on the Rider List and Mileage Log.

Rideshare Office	M-F 8 to 5	<b>909-869-4781 or 3233</b>
University Risk Management	M-F 8 to 5	<b>909-869-4846</b>
Campus Auto Shop	M-F 7:30 to 4:30	<b>909-869-3055</b>
University Police Dispatch	24/7	<b>909-869-3070</b>
National Auto Club	24/7	<b>800-622-2130</b>

National Auto Club Member Number is 9030432-000

### **Drivers' Daily Duties**

- Conduct a daily inspection of the vehicle using the Vehicle Operator Checklist.
- Obey Cal Poly Pomona parking rules while on campus.
- Park in campus Rideshare spaces during work hours. If Rideshare spaces are not available vans may be parked in Faculty/Staff or Student spaces. Never park in Student Rideshare spaces.
- Furnish a secure overnight parking place for the van, preferably off-street and well lighted at the driver's residence. Under no circumstances is a van to be left overnight at any Park and Ride facility.
- Lock the van and remove the keys when the van is unattended.
- Keep a current list of all vanpool members home and cell phone numbers in case of emergency.

### **Drivers' Monthly Duties**

- Submit the following to the Rideshare office by the first Friday of the month:
  - Vanpool Daily Rider List
  - Vanpool Daily Mileage Log
  - Vehicle Operator's Checklist
  - Carwash receipts if any
- Check fluid and oil levels every time you fuel the vehicle. Motor oil is available at the campus Auto Shop or if necessary you may purchase motor oil at stations that accept the Voyager Fuel Card. Use the grade of oil recommended in the vehicle Owner's Manual kept in the glove compartment. A vanpool driver could be liable if the van is damaged due to lack of regular maintenance on the driver's part.
- Take the van to be washed on a regular basis and keep the interior neat. Carwash receipts should be turned in to the Rideshare office within 30 days for reimbursement. Carwash coupons are sometimes available through the Rideshare office.

### **When Needed:**

- Fuel the van only at the campus Auto Shop. Use the gasoline recommended in the vehicle Owner's Manual kept in the glove compartment.
- Take the van to the campus Auto Shop immediately for any safety related issue.
- Report any changes that affect the billing, passenger roster, or drop off and pickup locations to the Rideshare Coordinator.
- Contact your passengers and the Rideshare office immediately in case of a temporary interruption in vanpool service including use of a Rideshare loaner van while your regular van is in for repair.
- Attend any mandatory drivers' or vanpool meetings as scheduled by the Rideshare office.
- Assist in maintaining the First Aid kits, fire extinguishers and earthquake survival kits kept in the van. Inform the Rideshare office of expired supplies for replacement.



**Cal Poly Pomona Rideshare Vanpool Program**

**Driver Agreement Signature Page**

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\_\_\_\_\_  
Print Name

Van # \_\_\_\_\_ First payment due \_\_\_\_\_

**Other Driver** Work phone \_\_\_\_\_ Home Phone \_\_\_\_\_

AM Pick up \_\_\_\_\_ PM Pick up \_\_\_\_\_

Notes: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Two week notice is required to remove your name from the billing.

I have read, understand, and agree to abide by this Cal Poly Pomona Vanpool Driver Agreement. I have received a copy of the Vanpool Driver Agreement and understand failure to comply may result in my inability to participate in the vanpool program.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Rideshare Coordinator

\_\_\_\_\_  
Date

Cal Poly Pomona Rideshare 909-869-3233 or x4781 • Fax 909-869-4945