

## UNIVERSAL PRE-KINDERGARTEN CONTRACTUAL REQUIREMENTS FIELD TRIPS AND TRANSPORTATION OF STUDENTS

### FIELD TRIPS

Provider must notify students' parent/legal guardian at least two weeks in advance of any planned field trip.

Provider shall obtain advance written permission on a parental consent form from a student's parent/legal guardian prior to each field trip and kept on file in the student's folder. The parental consent form must identify activities with inherent risks.

Field trips must contain an educational component, must be age appropriate, must be developmentally appropriate, and must fit within the scope of Provider's budget. Students must be accompanied by Provider at all times, and appropriate, adequate supervision must be provided at every level of a school trip. No student may be left unsupervised during any phase of a trip.

Provider may not take students on a field trip that involves transportation before January 1 during any school year covered by this Agreement. Each field trip that involves transportation must receive prior approval from the designated UPK Borough Office. Providers may not offer more than **three (3) field trips that involve transportation** during a given school year in furtherance of this Agreement. If Provider transports students as part of any field trip, Provider must comply with all relevant transportation and insurance provisions herein.

### TRANSPORTATION OF STUDENTS

If Provider transports students with Provider's own vehicle(s) in furtherance of this Agreement at any time during the term of this Agreement, Provider must maintain Motor Vehicle Liability Insurance that insures the Provider, the Provider's agents, and names as additional insureds the Board and the City of New York, during the performance of work under this contract against all present and future claims for bodily injury, sickness, disease, death and property damages which may arise because of a vehicular accident. The limit of liability shall be at least \$5,000,000.00 for all injuries sustained in any one occurrence. The limit of liability required for property damage shall be at least \$100,000.00 for one claimant and at least \$200,000.00 for two or more claimants in any one accident. Such damages shall include all injury to, or destruction of, property of such claimant as well as the loss of use occasioned by the accident.

If Provider retains another entity to transport students in furtherance of this Agreement at any time during the term of this Agreement, Provider shall ensure that said private entity (the "Private Transportation Entity") maintains Motor Vehicle Liability Insurance that insures the Provider, the Provider's agents, and names as additional insureds the Board and the City of New York, during the performance of work under this contract against all present and future claims for bodily injury, sickness, disease, death and property damages which may arise because of a vehicular accident. The limit of liability shall be at least \$5,000,000.00 for all injuries sustained in any one occurrence. The limit of liability required for property damage shall be at least \$100,000.00 for one claimant and at least \$200,000.00 for two or more claimants in any one accident. Such damages shall include all injury to, or destruction of, property of such claimant as well as the loss of use occasioned by the accident.

Provider hereby warrants and agrees to indemnify and hold the Board and the City of New York harmless from all claims, damages, judgments, losses, liabilities, costs, expenses, attorney fees and compensation, whether in contract or not, arising out of personal injury, including death or property damage, sustained or alleged to have been sustained in whole or in part by any or all persons whatsoever as a result of or arising out of any act or omission of the Provider, the Private Transportation Entity, if any, and/or their respective agents or employees.

Transportation of students must be in conformance with all applicable federal, state, and local and Board laws, rules and regulations including, but not limited to, New York State Department of Transportation (NYSDOT) rules and regulations, New York State Department of Motor Vehicle (NYSDMV) rules and regulations, and United States Department of Transportation (USDOT) rules and regulations, including, but not limited to Titles 15 and 17 of the New York Code of Rules and Regulations, 49 CFR 571.213, and New York State Vehicle and Traffic Law 1229-c.

All vehicle operators must be 19-A certified as per the NYSDMV Bus Driver Certification Unit and Article 19-A of the New York State Vehicle and Traffic Law. Drivers must carry all licenses and certifications with them at all times while transporting students.

Provider represents that no motor vehicle shall be used in connection with delivery of Services under this Agreement except in accordance with Article 39 in the UPK Agreement.