

Freddie Woodson, Deputy Superintendent
School Operations

SUBJECT: REQUEST AUTHORIZATION FOR THE SUPERINTENDENT TO ENTER INTO A COOPERATIVE AGREEMENT WITH MOUNT SINAI MEDICAL CENTER OF FLORIDA, INC., FOR THE CONTINUATION OF A SATELLITE LEARNING CENTER

COMMITTEE: INSTRUCTIONAL EXCELLENCE AND COMMUNITY ENGAGEMENT

LINK TO DISTRICT

STRATEGIC PLAN: INCREASE PARENTAL CHOICE OPTIONS WITHIN THE DISTRICT

On June 24, 1992, The School Board of Miami-Dade County, Florida, entered into its first cooperative agreement with Mount Sinai Medical Center of Florida, Inc., to establish a Satellite Learning Center (SLC) on the Mount Sinai Medical Center campus. Fienberg/Fisher K-8 Center serves as the host school for the operation of the Mount Sinai Satellite Learning Center located on the grounds of Mount Sinai Medical Center, 4300 Alton Road, Miami Beach, Florida 33140. The SLC currently serves approximately 71 students in kindergarten through grade three.

Authorization is requested for the Superintendent to enter into a cooperative agreement with Mount Sinai Medical Center of Florida, Inc., for the continuation of the SLC from July 1, 2008, through June 30, 2009, and to extend the cooperative agreement for a maximum of two additional one-year periods.

Ms. Georgia McLean, Director, Human Resources, serves as the liaison between Mount Sinai Medical Center of Florida and the District.

This cooperative agreement includes provision by the District of instructional support, administrative staff, textbooks, materials, and supplies as generated by FTE enrollment and delineated in the School Allocation Plan.

C-11

RECOMMENDED: That The School Board of Miami-Dade County, Florida, authorize the Superintendent to:

1. enter into a cooperative agreement with Mount Sinai Medical Center of Florida, Inc., for the continuation of the Satellite Learning Center at 4300 Alton Road, Miami Beach, Florida 33140, from July 1, 2008, through June 30, 2009; and
2. extend the cooperative agreement for a maximum of two additional one-year periods.

MB/HB:msm

COOPERATIVE AGREEMENT FOR SATELLITE LEARNING CENTER

This is a Cooperative Agreement (this "Agreement") entered into this 16th day of July, 2008 by and between THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA (hereafter referred to as the "School Board"), with offices at 1450 N. E. Second Avenue, Miami, Florida 33132, and the Mount Sinai Medical Center of Florida, Inc. ("Mount Sinai"), with its principle place of business at 4300 Alton Road, Miami Beach, Florida 33140, to implement a Satellite Learning Center ("Mount Sinai Satellite Learning Center") with Fienberg/Fisher K-8 Center, acting as the host school. The School Board and Mount Sinai Satellite Learning Center are hereafter referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, the Parties entered into an Agreement for a Satellite Learning Center dated June 25, 1992, ("the 1992 Agreement"), which provided for the establishment of a Satellite Learning Center on Mount Sinai's campus located at 4300 Alton Road, Miami Beach (the "Mount Sinai Campus") commencing with the 1992-1993 school year;

WHEREAS, pursuant to the 1992 Agreement, the Parties did establish the Mount Sinai Satellite Learning Center on the Mount Sinai Campus and the School Board has provided a program of education for the students in kindergarten through second grade commencing with the 1992-1993 school year; and now serves kindergarten through third grade; and

WHEREAS, the Parties desire to continue the operation of the Mount Sinai Satellite Learning Center and related programs pursuant to the terms of this Cooperative Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereto, intending to be legally bound, agree as follows:

1.0 MUTUAL OBLIGATIONS AND GENERAL PROVISIONS

- 1.1 The School Board shall provide an appropriate program of education for students in kindergarten through grade three, whose parents are

employees of Mount Sinai, the City of Miami Beach, or other entities or organizations that have a place of business on the Mount Sinai Campus or Mount Sinai's Miami Heart Campus (4701 Meridian Avenue, Miami Beach, Florida). Other children may be eligible to attend the Mount Sinai Satellite Learning Center as mutually agreed by Mount Sinai and the School Board. Mount Sinai shall assist in this endeavor as specified in Section 4.0 of this Agreement.

- 1.2 For the 2008-2009 school year, the Mount Sinai Satellite Learning Center will be housed in four relocatable classrooms that were provided by the School Board and will serve eligible students in kindergarten through grade three.
- 1.3 The Mount Sinai Satellite Learning Center shall accept a minimum enrollment of 18 students, and a maximum number of 72 students in grades kindergarten through grade three, unless otherwise agreed in writing by both Parties. Operation of the Mount Sinai Satellite Learning Center with less than 18 students is at the mutual concurrence of the Parties; provided, however, that the School Board shall not terminate operation of the Mount Sinai Satellite Learning Center during a school year in the event enrollment falls below 18 students without the prior written agreement of Mount Sinai. The eligibility of students to be enrolled shall be determined through the existing first-come-first-served process, unless otherwise mutually agreed upon by the Parties. These procedures shall not be applied in a manner to prevent equal educational opportunities for all eligible students. Student eligibility shall be determined as set forth in Section 1.1 and/or any other applicable sections of this agreement, and may be modified from time to time at the sole discretion of the School Board if such modification is reasonably necessary to achieve such diverse population.

2.0 EDUCATIONAL PROGRAM

- 2.1 The educational program shall be consistent with applicable state statutes, State Board of Education rules, and School Board rules, as well as the academic standards applicable to other schools within the School Board's jurisdiction. The staff of the School Board shall conduct appropriate evaluation of the program.
- 2.2 The program will be limited to kindergarten through grade three for the term of the Agreement.
- 2.3 Written policies and related agreements concerning the intake and separation of students, care of students in emergencies, administrative records, staff duties, fee schedules, insurance coverage, and program coordination with other organizations will be cooperatively developed between the Parties. Such policies and agreements shall comply with state law, State Board of Education rules, and School Board rules and procedures.
- 2.4 The instructional year and instructional school day for the Mount Sinai Satellite Learning Center contemplated by this Agreement shall be consistent with Section 1001.42 (10A), Florida Statutes, and applicable State Board of Education and School Board rules and procedures.

3.0 OBLIGATIONS OF SCHOOL BOARD

- 3.1 The School Board shall provide qualified and experienced teachers and other personnel on substantially the same basis as provided to other comparable Miami-Dade County Public Schools' K-3 programs. Said personnel are and shall be deemed solely the employees of the School Board and shall have all rights and privileges afforded under applicable labor contracts, School Board rules, State Board of Education rules, and Florida Statutes. Only School Board personnel shall perform the selection, supervision, official observations, and annual evaluations of teachers. Mount Sinai shall have the right to provide input during the selection and evaluation processes of personnel.

- 3.2 The School Board shall provide instructional materials and foodservice as provided to other classes and students in Miami-Dade County Public Schools.
- 3.3 The School Board shall provide ancillary student and parent support services as are provided within the normal course within Miami-Dade County Public Schools.
- 3.4 Installation and maintenance of the play area and the play area equipment in good and safe operating condition for its intended purpose shall be provided by the School Board. Should Mount Sinai desire to place any equipment within the play area, the type of equipment and installation must have prior written approval of the School Board or its representatives.
- 3.5 The School Board shall provide appropriate furniture and equipment (e.g., desks, chairs, chalkboards, and audiovisual equipment) and maintenance thereof. Prior to the commencement of each school year while this Agreement is in effect, the School Board shall provide Mount Sinai with a written inventory of such furniture and equipment and shall afford Mount Sinai a reasonable opportunity to verify such inventory.
- 3.6 The School Board shall provide a fee-based program of before-school and after-school care on regular school days, full daycare during teacher workdays and summer camp based on a minimum enrollment of 20 students from the Mt. Sinai Satellite Learning Center. Parents must provide transportation to and from the center. If the minimum enrollment is not met, students may attend one of two other sites: Fienberg/Fisher K-8 Center or Treasure Island Elementary School. Said programs shall be operated by Miami Beach Adult Education Center for participating students and other children contingent upon reasonably sufficient student enrollment, as approved by the School Board. This program shall be made available to the parents of such students at costs commensurate with those charged in similar programs offered by Miami-Dade County Public Schools.

- 3.7 The School Board, subject to laws of confidentiality, will promptly notify Mount Sinai of any issue regarding the Mount Sinai Satellite Learning Center that the School Board deems may reflect negatively on either Party or the personnel of either Party.
- 3.8 If any of the four relocatable classrooms are significantly damaged or destroyed, the School Board shall cause such classroom(s) to be repaired or replaced, as appropriate, in a timely manner at its sole cost and expense. In the event such damage or destruction occurs, the School Board and Mount Sinai shall work together in good faith in attempting to provide alternative accommodations for the Mount Sinai Satellite Learning Center until such repairs or replacement is completed.

4.0 OBLIGATIONS OF MOUNT SINAI

- 4.1 Mount Sinai shall designate a company representative who will have the responsibility and the authority for the administration of this Agreement, but who shall not have the authority to alter any terms and conditions of this Agreement.
- 4.2 Mount Sinai shall verify that the construction of the provided learning facility adheres to applicable building codes and that a Certificate of Occupancy is secured before the opening of school, with a copy forwarded to the School Board's School Choice and Parental Options Office, at 1450 N.E. 2nd Avenue, Suite 271, Miami, Florida 33132.
- 4.3 Mount Sinai shall abide by class size requirements as stated in Article IX, Section 1, of the Florida Constitution, as follows:
 - The maximum number of students who are assigned to each teacher who is teaching in public school classrooms for prekindergarten through grade three does not exceed 18 students.
- 4.4 Mount Sinai has provided a relocatable teacher office for use by the teachers of the Mount Sinai Satellite Learning Center. Mount Sinai shall, at its sole cost and expense, provide routine maintenance for, and annual refurbishment of the structure, of the four relocatable classrooms

and relocatable teacher office that comprise the Mount Sinai Satellite Learning Center. Mount Sinai shall provide and maintain the relocatable teacher office as specified in Section 1013.37, Florida Statutes, State Uniform Building Code for Public Educational Facilities Construction, and all referenced codes contained therein. If the relocatable teacher office is significantly damaged or destroyed, Mount Sinai shall cause such office to be repaired or replaced, as appropriate, in a timely manner and at its sole cost and expense. In the event such damage or destruction occurs, the School Board and Mount Sinai shall work together in good faith in attempting to provide alternative accommodations for the teachers of the Mount Sinai Satellite Learning Center until such repairs or replacement is completed.

- 4.5 Mount Sinai shall assume all costs, including hook-up maintenance, for all utilities at the Mount Sinai Satellite Learning Center and play area.
- 4.6 Mount Sinai shall provide daily custodial services, including customary housekeeping services, on those days that the Mount Sinai Satellite Learning Center is in use.
- 4.7 Mount Sinai shall provide customary security services for the Mount Sinai Satellite Learning Center in accordance with Mount Sinai's policies and procedures; provided (See attachment "A"); however, that Mount Sinai shall not be responsible for the security of the students, parents, guardians, or other caregivers of the students (collectively "Student Related Individuals"), teachers, or other personnel of the School District while in the Mount Sinai Satellite Learning Center or while entering or leaving the Center. The Parties acknowledge and agree that no Mount Sinai personnel have the authority or obligation to: (a) enforce or comply with the School Board's security-related policies and procedures; (b) attempt to detain or restrain anyone entering, leaving, or in the Mount Sinai Satellite Learning Center; or (c) respond to requests of School District personnel, including without limitation teachers, for assistance with respect to security matters that pertain to the Mount Sinai Satellite

Learning Center, including without limitation access to the Center or the students or the behavior or actions of students, School District Personnel, or Student Related Individuals.

- 4.8 Mount Sinai shall be responsible for landscaping and maintenance of the area surrounding the Mount Sinai Satellite Learning Center and play area. Notwithstanding any provision herein to the contrary, Mount Sinai shall not have any responsibility for, or obligation to perform, maintenance on the play area or the equipment in the play area at the Mount Sinai Satellite Learning Center.
- 4.9 Mount Sinai shall advise each student's parent(s)/guardian(s) that a condition of participation in the Mount Sinai Satellite Learning Center is for the parent(s)/guardian(s) to provide the School Board with assurance that the student will be transported to and from school without expense to the School Board.
- 4.10 Mount Sinai shall provide parking sufficient to meet the needs of the personnel assigned to work at the Mount Sinai Satellite Learning Center.
- 4.11 Mount Sinai shall comply with written procedures in compliance with Section 2.3 of this Agreement for intake and separation of students as mutually agreed upon by the Parties. These procedures will provide that in the event a student ceases to attend the Mount Sinai Satellite Learning Center and wishes to attend public school, the School District shall assign him or her to the public school serving his or her attendance zone.
- 4.12 Mount Sinai and its personnel shall not have access to confidential student records.
- 4.13 Mount Sinai shall ensure the staff of the School Board access to the Mount Sinai Satellite Learning Center, the opportunity to review the services provided by Mount Sinai, and the opportunity to confer with Mount Sinai staff, at reasonable times during normal business hours.
- 4.14 Mount Sinai shall periodically review any requests from the Lead Teacher of the Mount Sinai Satellite Learning Center and the host school

Principal for assistance in the areas of capital improvements and program enhancements.

- 4.15 Mount Sinai shall develop and implement an evacuation plan for the Mount Sinai Satellite Learning Center (See attachment "B").

5.0 INDEMNIFICATION

- 5.1 Effective the date of this Agreement, the School Board covenants and agrees that subject to the extent tort indemnity is waived pursuant to Section 768.28, Florida Statutes, it shall indemnify, hold harmless and defend Mount Sinai, for claims occurring at the Mount Sinai Satellite Learning Center during regular school days, and during before-school and after-school programs as well as all other programs sponsored or provided by the School Board, if any, during regular scheduled school hours, from and against claims, suits, actions, damages or cause of action arising out of the educational process as a result of this Agreement, including but not limited to supervision, administration, and implementation of proper education content and proper placement. In addition, the School Board covenants and agrees, that subject to the extent tort indemnity is waived pursuant to Section 768.28, Florida Statutes, it shall indemnify, hold harmless, and defend Mount Sinai from and against claims, suits, actions, damages, or causes of action arising out of or in connection with the negligence or reckless or intentional conduct of the School Board or its employees or agents arising out of or in connection with this Agreement.
- 5.2 Mount Sinai covenants and agrees that it shall indemnify, hold harmless and defend the School Board from and against claims, suits, actions, damages or cause of action arising out of or in connection with the negligence or reckless intentional conduct of Mount Sinai, or its employees or agents arising out of or in connection with the provisions of this Agreement.

- 5.3 Such mutual indemnification will include any personal injury, loss of life or damage to property, and from and against any orders, judgments or decrees which may be entered herein, and from and against all costs, attorney's fees, expenses and liabilities incurred in and about the defense of such claim and investigation thereof to the limit of the School Board's and Mount Sinai's insurance coverage and as set forth in Section 6.0 of this Agreement. In the event a claim or suit is brought against both Parties where, upon the commencement of such claim or suit, the nature of this claim or suit cannot be clearly determined in its entirety and the allegedly liable party cannot be clearly determined, the Parties agree to mutually share equally in all expenses, attorney's fees, claim or suit payments, judgments, actions or causes of actions brought forth or such liabilities brought forth, up to the limits of the School Board's and Mount Sinai's insurance coverage (if such claim or suit is covered by such insurance), but only until the nature of such claim or suit and the allegedly liable party have been clearly determined to the reasonable satisfaction of both parties.
- 5.4 In the event a claim is brought against both parties as provided in the last sentence of Section 5.3 hereof, the School Board and Mount Sinai shall mutually agree on employment of counsel for claims or suits not covered by insurance. Unless the last sentence of Section 5.3 hereof applies, the party indemnified pursuant to either Section 5.1 or 5.2 hereof shall select its counsel, subject to the consent of the indemnifying party, such consent not to be unreasonably withheld or delayed.

6.0 INSURANCE

- 6.1 The School Board agrees to maintain an on-going self-insurance program for public liability covering the Board's members, officers, and employees in amounts no less than \$100,000 per person and/or \$200,000 per occurrence. In addition, the School Board agrees to maintain an excess liability policy with limits no less than \$500,000 per

occurrence / 3.25 million dollars aggregate. The School Board agrees to maintain the required insurance for the term of the Agreement and any extension thereto, and agrees to supply MOUNT SINAI with Certificates of Insurance, naming MOUNT SINAI as an additional insured.

- 6.2 Mount Sinai agrees to maintain general liability insurance for these purposes of no less than \$1,000,000 and will provide the School Board with a certificate of such insurance, naming the School Board, its officers and employees, as an additional insured.

7.0 TERM AND TERMINATION

- 7.1 The term of this Agreement shall be for a period of one (1) year, commencing on, July 1, 2008 with a termination date of June 30, 2009, provided this Agreement has not been otherwise terminated, and is subject to review based on prevailing market conditions in January 2009.
- 7.2 In the event of a material breach of any provision of this Agreement, the non-breaching Party shall notify the breaching Party in writing of the specific nature of the breach and shall request that it be cured. If the breaching Party fails to cure such breach within thirty (30) days of receipt of such notice, the non-breaching Party may terminate this Agreement upon written notice to the breaching Party; provided, however, that any such termination shall not take effect during a school year, but shall take immediate effect (a) if such termination notice is received by the breaching Party at any time not during a school year or (b) upon completion of the school year during which such termination notice was received by the breaching Party. Such termination shall not preclude the non-breaching Party from pursuing any and all remedies available to it at law or equity.
- 7.3 If the School Board determines that there is an imminent threat to the health, safety, or welfare of the students, the Agreement may be terminated immediately. The School Board will provide the basis for such termination in writing detailing its findings concurrently with termination.

7.4 In case of termination of the Agreement, any property, furnishings, equipment, and supplies provided by the School Board shall revert to the School Board and any property, furnishings, equipment, and supplies provided by Mount Sinai shall revert to Mount Sinai.

8.0 NOTICES AND CORRESPONDENCE

8.1 All notices pertaining to or affecting the provisions of this Agreement shall be in writing and either delivered in person or when placed in the United States mail, postage prepaid, addressed as follows:

The School Board of Miami-Dade County, Florida
1450 N.E. Second Avenue, Suite 271
Miami, Florida 33132
Attn: Mr. Freddie Woodson, Deputy Superintendent
School Operations

Mount Sinai Medical Center
4300 Alton Road,
Miami Beach, Florida 33140
Attn: Ms. Georgia McLean, Director of Human Resources

9.0 APPLICABLE STATE LAW

The rights, obligations, and remedies of the Parties as specified under this Agreement shall be interpreted and governed in all respects by the Laws of the State of Florida.

This agreement shall be construed in accordance with the laws of the State of Florida and federal laws. Any dispute with respect to this agreement is subject to federal law and the laws of Florida, venue in Miami-Dade County. Each party shall be responsible for its own attorneys' fees and costs incurred as a result of any action or proceeding under this agreement, provided in Section 5.0 hereof.

10.0 SEVERABILITY OF PROVISIONS

Should any provision of this Agreement be determined by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining provisions shall not be impaired.

11.0 EFFECT OF SECTION HEADINGS

Section headings appearing in this Agreement are inserted for convenience of reference only and shall in no way be construed to be interpretations of text.

12.0 NO THIRD PARTY BENEFICIARIES

The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

13.0 COMPLETE AGREEMENT

This written Agreement is intended as the complete and exclusive statement of the terms of agreement between the Parties. This Agreement shall neither be amended nor modified and no waiver of any provisions shall be effective, unless set forth in a written instrument authorized and executed with the same formality as this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the date and year first hereinabove set forth.

Attest:

MOUNT SINAI MEDICAL CENTER OF
FLORIDA, INC.

Witness

Amy Perry
Senior Vice President &
Chief Operating Officer

Name Printed

Attest:

THE SCHOOL BOARD OF MIAMI-
DADE COUNTY, FLORIDA

Dr. Rudolph F. Crew, Superintendent

Mr. Agustin J. Barrera, Chair

APPROVED AS TO FORM:

Attorney of the School Board

Mount Sinai

MEDICAL CENTER

Department: Child Care Center and Satellite Learning Center	Policy Number:	Subject: LIFE SAFETY & SECURITY
Effective Date: 10/30/01 Reviewed/Revised: 6/07	Policy Originator: CCC Management	Approval: Administration

- I. PURPOSE:**
To prevent physical injury and to maintain a healthy and safe environment.
- II. SCOPE:**
Children, staff, parents, and guests of the Child Care Center and the Satellite Learning Center.
- III. POLICY:**
This policy ensures all staff are familiar with the implementation of specific plans during life-safety threatening situations.
- IV. PROCEDURE:**
Staff must be familiar with all life-safety issues discussed in the Medical Center Manual.
Any accident, injury, illness must be reported immediately to the on-site supervisor, or Security Department. Children's accidents, injuries, or significant injuries must be documented in the Accident Report Form-Florida Dept. of Children's and Families Accident or Incident Report form-CF-FSP5015, parents must be notified, and their signature must appear in the reporting format to be filed in the Child's cumulative file in the center's office. The Satellite Learning Center will follow Miami Dade-County Public School documenting and reporting procedures. In the event of a serious situation the child care center Manager or on-site Supervisor will be informed and the a HealthCare Advisor Series- Occurrence Report will be required of the Risk Management department of the hospital, in some cases a follow up must be completed also. Staff injuries will be immediately reported to the supervisors, and Risk Management pertinent forms must be completed. In some cases involvement and monitoring by the Employee Health Services Office of the Medical Center, the Security Department, and/or the Infection Control Department will be required.

Per Florida Child Care licensing regulations staff is required to maintain current certification in CPR, and First Aid Training.

If an accident, or injury, or illness appears life threatening, or requires immediate medical attention, staff should telephone 9-911 at once, and describe the situation. Another staff member should contact the Security department of the medical center immediately at ext. 52305. Staff should pull the child's Emergency Card, and file to determine any allergies, or special conditions to be watched. The child's parents will also be contacted as soon as possible to alert of the situation. If the child will be transported to the Emergency department of the medical center, a call notifying them of the child's arrival is also advisable. When and if possible the teacher will accompany the child at all times until the parents arrive.

Children will not be transported in vehicles owned by the staff.

Physical Injury or Illness: Dial 9-911, do not move the child, if required administer First-Aid, and/or CPR, if certified. A First Aid Kit is available in the office.

Weather Warnings: in the event of a severe weather warning, staff and guests must remain indoors until the warning has been lifted. This includes tornados, lightning strikes, and other environmental threats. The Child Care Center Manager or supervisor on site will contact the Satellite Learning Center's Lead Teacher to advice. Implementation of the Tornado plan available in Medical Center's Manual must be in place immediately, and evacuation from the Satellite Learning center trailers into the "fixed" building structure of the Child Care Center should be done at once.

Hurricanes: In accordance with the Medical Center's Disaster Plan, the Satellite Learning Center, and the Child Care Center will be closed upon notice of a Hurricane Warning. (refer to Hurricane Plan for Child Care Center).

Fire: Pull stations are located throughout the building and portables. In the event of a fire staff must activate by pulling the alarm downward, and implement the R.A.C.E. Fire procedure: Rescue, Alert, Confine and Extinguish. Staff will exit the building with children and take their attendance book when possible. Routine and cursory fire drills are held on a monthly basis by the Safety Officer of the Medical Center and the Engineering Department. Fire drill records and evacuation times are documented.

Security: Any threat to staff, visitors, children, and parents within the building, or outside the building must be reported to the Security

department immediately. Protection of such parties will be first through the Medical Center's Security department and then, via Security, the Miami Beach Police Department. The Satellite Learning Center will also follow procedures and instructions of the Miami Dade County Public Schools policies and procedures. In the event of a major Security Breach, staff should notify EMS by dialing 9-911. There is a security plan for the Child Care Center in the Security department's Manual.

Under no circumstances are children to be left alone in the center. Two staff must be in the center at all times.

Children cannot be released to anyone except the employee parent, and other persons permitted to pick-up children that are listed in the emergency contact card in the office. If one of the emergency contacts appears, without notice, to pick up a child, staff should contact the parents at once, and also request photo-identification from the person.

In the case of a parental restraining order, or a temporary injunction by the Justice System the documentation will be maintained and adhered to the Child's Emergency Contact Card, all staff will be made aware of situation, and Security will be notified if assistance for this matter is necessary. The panic buttons or a phone call will serve to alert the Security department. Office staff must monitor the date(s) of Restraining or temporary injunction orders. Without such order staff cannot prevent a child from leaving the center, although all efforts will be made to clarify incident with the input of the enrolling parent, and the assistance from a Security Officer.

Mount Sinai

MEDICAL CENTER

Department: Child Care Center and Satellite Learning Center	Policy Number:	Subject: EMERGENCY EVACUATION PLAN
Effective Date: 10/30/01 Reviewed/Revised: 6/12/07	Policy Originator Safety Officer	Approval: Administration

- I. PURPOSE:**
To describe the method of ground floor vertical evacuation plan.
- II. SCOPE:**
Children, staff members, parents, and guests of the Child Care Center and Satellite Learning Center.
- III. POLICY:**
Emergency evacuation and movement of children to ensure the safety of children, staff, and guests during a situation requiring evacuation.
- IV. PROCEDURE:**
Emergency evacuations of areas threatened by natural or human threats may be ordered and undertaken by any staff member upon recognizing the need for immediate action.

Weather Warning Evacuation: In the event of a severe weather warning, the Security Department advises staff members of any threatening weather in the area. Staff and guests must remain indoors until the warning has been lifted. This includes tornados, lightning strikes, and other environmental threats. The Child Care Center Manager or supervisor on site will contact the Satellite Learning Center's Lead Teacher to advice. Implementation of the Tornado plan consisting of the immediate evacuation from the Satellite Learning Center trailers into the "fixed" building structure of the Child Care Center should be done at once. Children will enter building through the playground and use connecting ramp into the Infant Area of the building. Staff will instruct and position children in a safe location away from doors and windows and remain in this safe location until the warning has passed. The Satellite Learning Center will participate in tornado drills scheduled by the host school, North Beach Elementary.

Hurricane Evacuation: In accordance with the Medical Center's Disaster Plan the Satellite Learning Center, and the Child Care Center will be closed and evacuated upon a Hurricane Warning advisory because of its location and close proximity to the bay. All parents will be notified during the Watch Stage, by messages on the front easel and doors. The Dade County Public Schools, however, may choose to close earlier following orders from

the DCPS Superintendent but will remain in verbal contact with the Child Care Center Administrators.

Fire Evacuation: Monthly fire drills for both programs are routinely held by the Medical Center's Safety Officer under the direction of the Engineering department. Routine fire drills prepare children and staff to implement evacuation plan in the event of a fire. Pull stations are located throughout the building and portables. In the event of a fire staff must activate by pulling the alarm downward, and implement the R.A.C.E. fire procedure: Rescue, Alert, Confine and Extinguish. Staff will exit the building with children and take their attendance book when possible. Routine and cursory fire drills are held on a monthly basis by the Safety Officer of the Medical Center and the Engineering Department. Fire drill records and evacuation times are documented.

Mount Sinai

MEDICAL CENTER

Department: Child Care Center Satellite Learning Center	Policy Number:	Subject: Compliance with Jessica Lunsford Act requirements
Effective Date: 8/14/06	Policy Originator Compliance	Approval: Administration

I. PURPOSE:

This policy is established to define a process to comply with an addendum as part of the annual agreement between the Dade County School Board and Mount Sinai Medical Center. Referring to amendment HB 1877, Florida Statute Section 1012.4655, The Jessica Lunsford Act.

II. SCOPE:

Hospital Employees of Medical Center's ancillary departments that give maintenance and support to the Satellite Learning Center during school hours. This policy excludes those Medical Center employees who are also parents of the children unless such parent is identified as part of the support and maintenance group.

III. POLICY:

This policy is a good faith effort by Mount Sinai Medical Center as part of the collaborative agreement with the School Board of Miami Dade County to comply with the amendment to vendor agreement relating to the Jessica Lunsford Act requiring service personnel from the Medical Center who will be permitted access on school grounds when students are present to undergo fingerprinting processing and obtain clearance for "level 2 background screening."

IV. PROCEDURE:

A process to comply with the Amendment is established by the Medical Center in order to meet annual collaborative agreement requirements with the Miami Dade County School Board. The Medical Center will compile a list of hospital employees that routinely access the building and/or anticipate in the course of their work come in direct contact with children of the Satellite Learning Center. This list will be formulated by the Administration, the ancillary departments and the Manager of the Child Care Center. The selected employees will be instructed and guided to meet the level 2 screening requirements as outlined in Florida Statute sections 1012.32 and 435.04, meaning that fingerprints of all contractual personnel must be obtained and submitted to the Florida Department of Law Enforcement for state processing and to the Federal Bureau of Investigation for federal processing. The department Manager will be the party receiving screening results from the Federal Department Law Enforcement Office. Upon completion of this process, the Medical Center will provide the Board with a list of all employees who have completed background

screening as required by the above reference statutes. If any of the employees are found guilty of regardless of adjudication, or entered a plea of nolo contendere, or guilty to any offense outlined in Section 435.04, Florida Statutes (or any similar statute of another jurisdiction), shall not be permitted to come on to school grounds. The Medical Center will notify the Board within 48 hours of being put on notice and within 5 business days of the occurrence of a qualifying arrest or conviction of any of the previously certified employees. Any costs and fees associated with the required background screening will be borne by the Medical Center.