

FILED

OCT 14 2019

**STATE OF FLORIDA
DEPARTMENT OF CHILDREN AND FAMILIES**

DCF Department Clerk

**DEPARTMENT OF CHILDREN AND
FAMILIES**

**Petitioner,
v.**

**CASE NO. 19-0175
RENDITION NO. DCF-19-176FO**

**ABOUNDING IN FAITH, INC., d/b/a
MISS K'S ENRICHMENT CENTER, INC.,**

Respondent.

FINAL ORDER CLOSING FILE

THIS CAUSE is before me for entry of a final order. The Recommended Order Closing File and Relinquishing Jurisdiction, dated July 12, 2019, granted Petitioner's Motion to Relinquish Jurisdiction; the parties reached a settlement. There are no further issues between the parties. This matter is closed.

DONE AND ORDERED at Tallahassee, Leon County, Florida, this 9th
day of October, 2019.



Chad Poppell, Secretary

NOTICE OF RIGHT TO APPEAL

THIS ORDER CONSTITUTES FINAL AGENCY ACTION AND MAY BE APPEALED BY A PARTY PURSUANT TO SECTION 120.68, FLORIDA STATUTES, AND RULES 9.110 AND 9.190, FLORIDA RULES OF APPELLATE PROCEDURE. SUCH APPEAL IS INSTITUTED BY FILING ONE COPY OF A NOTICE OF APPEAL WITH THE AGENCY CLERK OF THE DEPARTMENT OF CHILDREN AND FAMILIES AT 1317 WINEWOOD BOULEVARD, BUILDING 2, ROOM 204, TALLAHASSEE, FLORIDA 32399-0700, AND A SECOND COPY ALONG WITH THE FILING FEE AS PRESCRIBED BY LAW, IN THE DISTRICT COURT OF APPEAL WHERE THE PARTY RESIDES OR IN THE FIRST DISTRICT COURT OF APPEAL. THE NOTICE OF APPEAL MUST BE FILED (RECEIVED) WITHIN 30 DAYS OF RENDITION OF THIS ORDER.¹

Copies furnished to the following via U.S. Mail on date of Rendition of this Order.²

Cheryl D. Westmoreland, Esq.
Chief Regional Counsel
Department of Children and Families
9393 N. Florida Ave., Ste. 900
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Claudio Llado, Clerk
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Chrystal S. Thornton, Esq.
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Lacey Kantor, Agency Clerk

¹ The date of the "rendition" of this Order is the date that is stamped on its first page.

² The date of "rendition" of this Order is the date that is stamped on its first page.

STATE OF FLORIDA
DIVISION OF ADMINISTRATIVE HEARINGS

DEPARTMENT OF CHILDREN AND
FAMILIES,

Petitioner,

vs.

Case No. 19-0175

ABOUNDING IN FAITH, INC., d/b/a
MISS K'S ENRICHMENT CENTER,
INC.,

Respondent.

ORDER CLOSING FILE AND RELINQUISHING JURISDICTION

This cause comes before the undersigned on Petitioner's Motion to Relinquish Jurisdiction. The undersigned being fully advised, it is ORDERED that:

1. The Motion to Relinquish Jurisdiction is granted.
2. The final hearing scheduled for August 8, 2019, is canceled.
3. The file of the Division of Administrative Hearings is closed.
4. Jurisdiction is relinquished to the Department of Children and Families.

DONE AND ORDERED this 12th day of July, 2019, in Tallahassee, Leon County, Florida.



JOHN D. C. NEWTON, II
Administrative Law Judge
Division of Administrative Hearings
The DeSoto Building
1230 Apalachee Parkway
Tallahassee, Florida 32399-3060
(850) 488-9675
Fax Filing (850) 921-6847
www.doah.state.fl.us

Filed with the Clerk of the
Division of Administrative Hearings
this 12th day of July, 2019.

COPIES FURNISHED:

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STATE OF FLORIDA
DIVISION OF ADMINISTRATIVE HEARINGS

DEPARTMENT OF CHILDREN AND
FAMILIES,
Petitioner,

v.

Case No. 19-0175

ABOUNDING IN FAITH, INC., d/b/a
MISS K'S ENRICHMENT CENTER, INC.
Respondent.

SETTLEMENT AGREEMENT

COMES NOW the parties to this action and agree to settle this matter on the terms and conditions that follow:

1. The Respondent agrees that the Department has sufficient evidence to establish that one of its workers, Jennifer Caesar, had a firearm in her purse while at the facility on July 16, 2018. The Respondent admits that Ms. Caesar's actions were not in keeping with child care licensing standards. The parties also agree that Ms. Caesar, while a worker at the child care facility, was an employee of CareerSource Polk at all times relevant to this Administrative Complaint. Ms. Caesar had signed an agreement as part of her employment packet with CareerSource Polk that she would not have weapons while in the classroom setting.
2. The parties agree that the firearm, which is utilized by Ms. Caesar in her employment as a security guard and with proper state permits, remained in Ms. Caesar's purse at all relevant times and in the employee breakroom out of the reach of the children in care. The parties further agree that the firearm was secured by the use of a trigger lock, the keys to which were located off site.
3. The Department concedes that the Respondent took all necessary and appropriate actions in response to the incident including immediate removal of the weapon and worker from the facility; notification to law enforcement and notification to the Department. The Department further concedes that, but for the Respondent's candor in self-reporting the incident, the Department would not have been aware that the firearm was observed at the facility.
4. The parties wish to resolve this case without the necessity of an administrative hearing and, in furtherance of that desire, the Department agrees to reclassify the violation from a Class I to a Class II violation for the purposes of progressive disciplinary standards and the Respondent agrees to accept same. The Respondent shall be cited for a violation of Section 12.7 of the Child Care Facility Standards Classification Summary, incorporated by reference in Rule 65C-22.010(1)(e), Florida Administrative Code, which is a safety deficiency having a moderate potential for harm to the children in care.


5. The Department agrees to waive the administrative fine.
6. The Respondent understands that this Settlement Agreement cannot void or replace any inspection report previously finalized and posted to myffamilies.com, but may be provided in response to any request for information related to the facility once fully executed. The Respondent also understands that the Department may issue a Final Order incorporating this Agreement as part thereof, and that any such Final Order may also be produced in response to a request for information.
7. Each party agrees to pay their own attorney's fees and costs.
8. The parties request that this settlement agreement be accepted and approved by the Administrative Law Judge and that this case be dismissed forthwith.

The parties have entered into this agreement freely and voluntarily and intend to be bound by the terms contained herein as evidenced by their signatures and effective as dated below.


TERMS AND CONDITIONS ACCEPTED BY:


Kallina Campbell
o/b/o Miss K's Enrichment Center, Respondent

Date: July 10th, 2019


Crystal Horton, Esquire
Attorney for the Respondent

Date: July 10, 2019


Nancy Ehrilimi, Child Care Licensing Supervisor
Representative for Agency

Date: 7-11-19


Cheryl D. Westmoreland, Esquire
Attorney for Agency

Date: 7/11/19