

FILED

SEP 15 2020

STATE OF FLORIDA
DEPARTMENT OF CHILDREN AND FAMILIES

DCF Department Clerk

DEPARTMENT OF CHILDREN AND
FAMILIES,

Petitioner,

CASE NO. 20-1618

20-1714

v.

RENDITION NO. DCF-20-184-FO

KD7 LLC, OWNER OF: KIDS DISCOVERY 7,

Respondent.

_____ /

FINAL ORDER CLOSING FILE

THIS CAUSE is before me for entry of a final order. The Order Granting "Joint Motion to Relinquish Jurisdiction," dated July 29, 2020, granted the Motion to Relinquish; the parties reached a settlement. There are no further issues between the parties. This matter is closed.

DONE AND ORDERED in Tallahassee, Leon County, Florida, this 15th day of September, 2020.



Chad Poppell, Secretary

NOTICE OF RIGHT TO APPEAL

THIS ORDER CONSTITUTES FINAL AGENCY ACTION AND MAY BE APPEALED BY A PARTY PUSUANT 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. or Electronic Mail on date of Rendition of this Order.¹

Kathryn Marie Brown, 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.

STATE OF FLORIDA
DIVISION OF ADMINISTRATIVE HEARINGS

DEPARTMENT OF CHILDREN AND FAMILIES,

Petitioner,

vs.

Case Nos. 20-1618
20-1714

KD7 LLC, OWNER OF: KIDS DISCOVERY 7,

Respondent.

ORDER GRANTING "JOINT MOTION TO RELINQUISH JURISDICTION"

The instant case is before the undersigned based on a "Joint Motion to Relinquish Jurisdiction" ("the Motion to Relinquish"), filed on July 28, 2020. In support thereof, the parties state that they have executed a settlement agreement. Accordingly, it is, therefore,

ORDERED that:

1. The Motion to Relinquish is GRANTED, and the final hearing scheduled for September 17, 2020, is CANCELED.
2. The case file of the Division of Administrative Hearings is CLOSED, and jurisdiction over this matter is relinquished to the Department of Children and Families.

DONE AND ORDERED this 29th day of July, 2020, in Tallahassee, Leon County, Florida.

Garnett Chisenhall

G. W. CHISENHALL
Administrative Law Judge
Division of Administrative Hearings
The DeSoto Building
1230 Apalachee Parkway
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Filed with the Clerk of the
Division of Administrative Hearings
this 29th day of July, 2020.

COPIES FURNISHED:

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STATE OF FLORIDA
DIVISION OF ADMINISTRATIVE HEARINGS

DEPARTMENT OF CHILDREN
AND FAMILIES,

Petitioner,

vs.

CASE NO: 20-1618
20-1714

KD7 LLC, OWNER OF: KIDS DISCOVERY 7,

Respondent.

SETTLEMENT AGREEMENT

COMES NOW, Florida Department of Children and Families (hereinafter the "Department" or "DCF") and KD7 LLC, Owner of: Kids Discovery 7 - Childcare License C01OK0118 (hereinafter "Respondent," "KD7" or the "Child Care Facility"), each individually a "Party," and collectively as "Parties," hereby enter into this Settlement Agreement ("Agreement") and agree as follows:

WHEREAS, the Respondent is a licensed childcare facility pursuant to sections 402.301-402.319, Florida Statutes, and Rule 65C-22, Florida Administrative Code, located at 74 North John Sims Parkway, Valparaiso, Florida 32580 ("Child Care Facility") with the current license effective from January 1, 2020 through December 31, 2020; and

WHEREAS, the Department has jurisdiction by virtue of being the regulatory and licensing authority over licensure of the Respondent pursuant to section 402.301, F. S.; and

WHEREAS, on or about February 11, 2020, the Department served the Respondent with an Administrative Complaint notifying the Respondent of the Department's intent to impose a fine upon the Respondent for alleged violations of sections 402.301-319, F. S., and to suspend its childcare license. The Department timely received the Respondent's request for a formal hearing. On or about March 30, 2020, the Department referred such request

to the Division of Administrative Hearings ("DOAH") which assigned the matter as DOAH Case Number 20-1618, which is now pending;

WHEREAS, on or about February 11, 2020, the Department served the Respondent with an Administrative Complaint notifying the Respondent of the Department's intent to impose a fine upon the Respondent for alleged violations of sections 402.301-319, F. S., and to place its childcare license on probation. The Department timely received the Respondent's request for a formal hearing. On or about March 30, 2020, the Department referred such request to the Division of Administrative Hearings ("DOAH") which assigned the matter as DOAH Case Number 20-1714, which is now pending;

WHEREAS, pursuant to an Order dated April 7, 2020, both matters were consolidated and proceed under DOAH Case Number 20-1618;

WHEREAS, in consideration of the cost and uncertainty of continued litigation, it is agreed that settlement on mutually agreed upon terms is in the best interests of the Parties; and

WHEREAS, the Parties stipulate to the adequacy of considerations exchanged; and

WHEREAS, the Parties have negotiated in good faith and agreed that the best interest of all the Parties will be served by the settlement of this proceeding; and

NOW THEREFORE, in consideration of the mutual promises and recitals herein, the Parties intending to be legally bound, agree as follows:

1. All recitals are true and correct and are expressly incorporated herein and are binding representations of the Parties.
2. Upon full execution of this Agreement, the Parties agree to the following:

- a. Respondent denies that it had actual knowledge, or a suspicion of child abuse or neglect related to the alleged incidents of child abuse and/or neglect as set forth in the Administrative Complaints and any amended versions thereof (hereinafter collectively "Administrative Complaint(s)").
- b. Respondent stipulates to the fact that with respect to the alleged incidents of child abuse and/or neglect as set forth in the Administrative Complaint(s), the Child Care Facility did not notify the licensing authority and the Florida Abuse Hotline of these alleged incidents or unusual occurrences.
- c. Respondent denies the alleged incidents of child abuse and/or neglect as set forth in the Administrative Complaint(s).
- d. Respondent denies that it, or its staff, engaged in actions or omissions which constitute child abuse or neglect as those terms are defined in Chapter 39, eq. seq., F.S.
- e. The Respondent agrees that KD7 will:
 - i. Retrain its childcare director and staff, including volunteers who work 10 hours or more per month, by retaking the Identifying and Reporting Child Abuse and Neglect course within Section Part 1 of the 40 hour Introductory Child Care Training requirement within (6) six weeks of the full execution of this Settlement Agreement.
 - ii. At its own expense, will retain Robyn Perlman of The Business Leadership Institute for Early Learning to provide a virtual training to all members of KD7 management for all 4 of their programs. Ms. Perlman would discuss best practices for hiring employees, being proactive and visible in the facility with checking in on staff, and other subjects as needed.

- iii. Review and revise its policies and procedures regarding the identification and reporting of child abuse and neglect, pursuant to section 402.305, F. S. and rule 65C-22.001(6), F.A.C., which incorporates by reference the Child Care Facility Handbook, dated December 2019 (conditioned upon the final version of such Handbook being published and available on DCF's website) and, if not so published, the applicable provisions set forth in the immediately published prior version thereof; and
 - iv. Conduct onsite, in-house training on supervision requirements, mandated reporting, and identifying and reporting child abuse and neglect within 90 days of the full execution of this Settlement Agreement.
 - v. Allow the Department's Licensing Counselor to review staff files for any disciplinary actions pertaining to inappropriate contact, interaction, or discipline.
- f. The Respondent acknowledges its obligation to comply with Florida Statutes, and DCF's Rules, Regulations and Licensing Standards governing licensed childcare providers.
- g. Respondent will, in good faith, attempt to avoid engaging in acts or omissions that may result in the Child Care Facility receiving any Class 1 violations of the Child Care Facility Standards Classification Summary during licensing visits within twelve (12) months after the full execution of this Agreement.
- h. Respondent will, in good faith, attempt to avoid engaging in acts or omissions that may result in the Child Care Facility receiving any Class 2 violations of the Child Care Facility Standards Classification Summary during licensing visits