

FILED

SEP 08 2021

STATE OF FLORIDA
DEPARTMENT OF CHILDREN AND FAMILIES DCF Department Clerk

DEPARTMENT OF CHILDREN
AND FAMILIES,

Petitioner,
v.

CASE NO. 20-3754
RENDITION NO. DCF-21-153-FD

STARCHILD ACADEMY WEKIVA,

DCF-21-153-FD

Respondent.
_____ /

FINAL ORDER CLOSING FILE

THIS CAUSE is before the Department of Children and Families for entry of a Final Order. The parties voluntarily entered into a settlement agreement ("Attachment A") whereby they agreed to the dismissal of this action. Accordingly, the settlement agreement is adopted into this Final Order and this matter is closed.

DONE AND ORDERED in Tallahassee, Leon County, Florida, this 2nd day of September, 2021.



Shevaun L. Harris, 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 2415 NORTH MONROE STREET, SUITE 100, TALLAHASSEE, FLORIDA 32303, 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, as indicated below, on date of Rendition of this Order.

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Agency Clerk

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

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

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Case No. 20-3754

STARCHILD ACADEMY WEKIVA

Respondent.

SETTLEMENT AGREEMENT

COMES NOW, the Department of Children and Families ("Department") and Starchild Academy Wekiva (the "Facility"), and agree to settle this action as follows:

RECITALS

WHEREAS, at all times material hereto the Facility was a licensed child care facility in the State of Florida holding license certificate number C09OS1166;

WHEREAS, the Department issued the Child Care Facility Handbook ("CCF Handbook"), which is incorporated by reference in Rule 65C-22.001(6), Florida Administrative Code (effective October 25, 2017), which defines and explains the licensing standards that must be followed by all licensed child care facilities. The Child Care Facility Standards Classification Summary, which is incorporated by reference in Rule 65C-22.010(1)(e)1., F.A.C., identifies each licensing standard as either a Class I, Class II, or Class III violation based upon the severity of the violation. Class I violations being the most severe;

WHEREAS, on July 8, 2020, the Department issued an Administrative Complaint proposing to fine the Facility \$1,000.00 for statute and rule violations that occurred on or about May 6, 2020 (the "Administrative Complaint");

WHEREAS, the basis for the Department's action set forth above arose from an incident where a teacher committed inappropriate physical discipline to a child which then caused the child to suffer a Nursemaids elbow injury;

WHEREAS, the Facility timely requested an administrative hearing on the Administrative Complaint and the matter was referred to the Division of Administrative Hearings (DOAH) for a formal hearing as to the allegations;

WHEREAS, a formal hearing was held on February 9, 2021, and Administrative Law Judge Jodi-Ann V. Livingstone issued her Recommended Order to the Department on May 19, 2021.

WHEREAS, the parties agree to settle these matters on the terms and conditions set forth below.

TERMS

1. The above recitals are true and correct, and incorporated herein by reference.
2. The Facility admits to and agrees to pay the Department a fine in the amount of \$100.00 for the below listed statute, rule, and/or CCF Handbook violation(s). Payment shall be made within 30 days of the date of this settlement agreement. The below violation is admitted by the Facility and shall remain on Facility's record as required by rule.
 - a. The Facility shall pay \$100.00 for using a form of discipline by a staff member that included the use of spanking or other form of physical punishment as set forth in section 4.a of the Administrative Complaint. This is a Class I violation of Child Care Licensing Standard, CF-FSP Form 5316, 11-6, October 2017.
3. The Department agrees withdraw the Class I child abuse violation set forth in paragraph 4.b. of the Administrative Complaint and remove same from the Facility's inspection report.
4. Pursuant to Rule 65C-22, F.A.C., and the Department's progressive disciplinary sanctions policy, as may be amended from time to time, the Department may move to impose sanctions such as fines against the Facility; and/or suspend, revoke, or deny the Facility's license for future violations and nothing in this settlement agreement prevents the Department from considering prior violations, or the violations admitted and agreed to in this settlement agreement, in determining its progressive discipline of the Facility in the future as required by statute or rule.
5. The Facility and its agents, employees, assignees and successors hereby release and forever discharge the Department and its employees, agents, representatives, attorneys, administrators, successors and assigns, of and from any and all liability, claims, and damages of any kind, past, present, and future, whether known or unknown, that were claimed or could be claimed related to these matters.
6. The parties enter into this agreement freely and voluntarily and intend to be bound by the terms hereof as evidenced by their signatures and effective as dated below.
7. The parties agree to pay their own attorney's fees and costs and hereby waive any claims for attorney's fees and costs that could be brought in law or equity.
8. Effective July 1, 2021, the Gold Seal Quality Care Program is transferred from the Department of Children and Families to the Department of Education's Division of Early Learning pursuant

to section 1002.945(7), Florida Statutes. The parties understand that any action taken regarding the Facility's Gold Seal designation as a result of this settlement agreement, will be governed and fully controlled by the Department of Education pursuant to Florida Statutes.

9. This settlement agreement constitutes the entire agreement between the parties related to the Administrative Complaint.
10. Upon the filing of this settlement agreement the parties agree to the dismissal of this action.

AGREED TO BY:

STARCHILD ACADEMY WEKIVA



Danny King, Owner/Operator

Date: 8-19-2021

DEPARTMENT OF CHILDREN AND FAMILIES



Richard Forrester
Regional Safety Program Manager

Date: 8/25/2021