

December 4, 2012

Chudney Knave  
Cassandra Wright  
Bright Futures Learning and Care, LLC  
3223 North 45<sup>th</sup> Street, Building D  
Omaha, NE 68104

Dear Bright Futures:

This letter is written to request that you submit to Marsha Wandersee in the Licensure Unit by return mail your current License to operate as a Child Care Center in the State of Nebraska. This request is being made since said license remains revoked by Emergency Order of November 16, 2012 and since you did not appeal the Emergency Order by or on December 3, 2012.

Please contact Marsha Wandersee at 402-471-9302 if you have any questions.

Sincerely,



Helen L. Meeks, Administrator  
Licensure Unit

HLM/mrw

cc: Children's Services Licensing

**THE DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC HEALTH  
STATE OF NEBRASKA**

**IN THE MATTER OF** )  
 ) **EMERGENCY AND PROTECTIVE**  
**BRIGHT FUTURES LEARNING** ) **ORDER**  
**AND CARE, LLC** )  
**A Child Care Center** )

This matter comes for consideration on the Motion for an Emergency Order and Motion for Protective Order filed by the Nebraska Department of Health and Human Services, Division of Public Health. The Deputy Chief Medical Officer, Division of Public Health, having reviewed the Motion and accompanying Affidavits, finds as follows:

1. Bright Futures Learning and Care, LLC holds a Child Care Center License, located at 3223 North 45<sup>th</sup> Street, Omaha, NE 68104.
2. An emergency exists requiring immediate action to protect the physical well-being and safety of a child or children in the care of Bright Futures Learning and Care, LLC.

**WHEREFORE, IT IS ORDERED:**

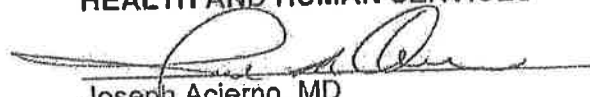
1. Pursuant to Nebraska Revised Statutes §71-1915, the child care license of Bright Futures Learning and Care, LLC is hereby and immediately revoked, and Bright Futures Learning and Care, LLC is hereby and immediately prohibited from providing child care to any children. Upon application to the Director within fifteen days of this Order, Bright Futures Learning and Care, LLC shall be afforded a hearing as soon as possible and within ten days of the application, unless it requests that the hearing be held later. Any such application should be addressed to: Marsha Wandersee, for DHHS, Children's Services Licensing Licensure –Division of Public Health, P.O. Box 94986, Lincoln, NE 68509-4986.

2. Any reference in this matter to any child enrolled in the above child care program or any child residing in the home shall be made by the use of the initial letters of the child's first and last name.

3. Any information which is confidential by state statute shall not be released to the public and any pictures of any children referred to in this matter shall not be released to the public.

DATED this 16 day of November, 2012.

**NEBRASKA DEPARTMENT OF  
HEALTH AND HUMAN SERVICES**



Joseph Acierno, MD  
Deputy Chief Medical Officer  
Division of Public Health  
Department of Health and Human  
Services

THE DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC HEALTH  
STATE OF NEBRASKA

IN THE MATTER OF )  
BRIGHT FUTURES LEARNING ) MOTION FOR EMERGENCY ORDER;  
AND CARE, LLC ) MOTION FOR PROTECTIVE ORDER  
A Child Care Center )

COMES NOW the Department of Health and Human Services, Division of Public Health and pursuant to Neb. Rev. Stat. §71-1915 moves the Deputy Chief Medical Officer, Division of Public Health to declare an emergency and issue an Emergency Order revoking the child care license of Bright Futures Learning and Care, LLC and prohibiting it from providing care for any children. Bright Futures Learning and Care, LLC has a license as a Child Care Center at 3223 North 45<sup>th</sup> Street, Omaha, NE 68104. Its operating hours are Monday through Sunday; 00:00 to 2400. The Department also requests that a Protective Order be entered pursuant to Neb. Rev. Stat. §84-914(2) to protect the privacy of any minor children whose identity may be revealed during the course of these proceedings, and to ensure the confidentiality of any information which is deemed confidential by state statute.

The Department requests the following:

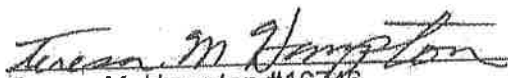
1. That any reference to any child enrolled in the above child care program or any foster child residing in the home or any child of the licensee be made by the use of the initial letters of the child's first and last name.
2. That any information which is confidential by state statute be protected from release to the public and that any pictures of children referred to in matter be non-releasable to the public.

In support of its motion the Deputy Chief Medical Officer is shown the accompanying affidavits of Jolene Pfeiffer, Child Care Licensing Supervisor, and Patricia Urzedowski, Section Administrator.

**WHEREFORE** the Department moves the Deputy Chief Medical Officer, Division of Public Health for an Emergency Order revoking the child care license of Bright Futures Learning and Care, LLC and prohibiting it from providing care for any children.

**Nebraska Department of Health  
and Human Services**

Dated: 11-15-12



Teresa M. Hampton #16746  
P.O. Box 95026  
Legal Services  
Department of Health and Human  
Services  
Lincoln, Nebraska 68509-5026  
(402) 471-4051  
Its Attorney

THE DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF PUBLIC HEALTH

STATE OF NEBRASKA

IN THE MATTER OF )  
THE CHILD CARE CENTER LICENSE OF )  
BRIGHT FUTURES LEARNING AND CARE LLC ) AFFIDAVIT  
D/B/A BRIGHT FUTURES LEARNING AND CARE )  
LLC, A CHILD CARE CENTER )

STATE OF NEBRASKA )


COUNTY OF DOUGLAS ) ss

Comes now Affiant, Jo Pfeiffer, being first duly sworn, and states as follows:

1. I am employed as a Child Care Licensing Supervisor with the Nebraska Department of Health and Human Services, Division of Public Health, Office of Children's Services Licensing (hereinafter "Department").
2. The records of the Department show that Bright Futures Learning and Care LLC, owned by Chudney Knave and Cassandra Wright holds a Child Care Center License at 3223 North 45<sup>th</sup> St. Building D, Omaha, Nebraska, 68104.
3. On November 15, 2012, Children's Services Licensing (CSL) received several Metropolitan Community College Police Reports from Donald Thorson, Deputy Chief of Police, Metropolitan Community College, Omaha, Nebraska: an Incident and Supplement report, both dated Nov 7, 2102, Supplement report dated Nov 9, 2012, and a Continuation report dated Nov. 13, 2012.
4. These reports show that on November 13, 2012, Knave received criminal citation DM1064124 with two charges: Caretaker Neglect #20-97 and False Information #20-96 Thursday, November 5, 2012. On November 14, 2012, Wright was issued criminal citation DM1064125 with the charge of Caretaker Neglect #20-97.

5. Law Enforcement reports show that on November 7, 2012 Knave and Wright left a child care child unattended in an unlocked Bright Futures Day Care van parked at the Military Marine Lot at 5808 N. 30<sup>th</sup> St, on the Fort Omaha Metropolitan Community College Campus, for at least 38 minutes while they attended class together. Video footage shows the time Knave and Wright enter the college building and then are seen exiting.
6. Law Enforcement reports also reflect that Knave gave false information to a police officer when she gave the responding officer incorrect phone numbers for the old's mother, said that the was not a child care child, that she had left the child for only 5 minutes to run a paper into a class, that Wright was left with the child initially and only left to go to the bathroom, and stated that Wright was not a Metro student, and that Wright did not attend class with her (Knave).
7. Police interviews with a campus instructor support that both Knave and Wright were in class during the time period that the was left in the child care van.
8. On November 15, 2012, Knave and Wright were offered an "Interim" Licensing Agreement restricting their presence on the child care property, with requirements of a teacher to be placed in charge within 24 hours, naming of an interim director within 10 calendar days, and other specific conditions, while the department continued their investigation into the above matter, and a final licensing decision could be determined. (attachment A)
9. Knave and Wright refused to sign the Licensing Agreement, and presented the following to affiant during a phone call of 11-15-2012: it was a "first offense", they were both needed as teachers in the classroom, they were the van drivers, and had no other staff to transport/drive, had no one trained to be placed in charge that could be there more than 6 ½ hours a day, and no one with the background/ education to be an interim director. During a 11-16-12 phone call between Knave and affiant, Knave reported that the citations at this time were "only charges", and that they had not yet been convicted of any crime, and offered that they had not left a child unattended in the van for 35 minutes

Based on the information above, it is my professional opinion that there is an immediate risk of harm to children in care and this is an emergency situation which requires immediate action to protect the physical well-being and safety of children enrolled in this child care program which operates Monday through Sunday, 24/7. My professional opinion is that an Order be entered prohibiting Bright Futures Learning and Care LLC from providing care.

  
Jo Pfeiffer, Child Care Licensing Supervisor


Dated this 16<sup>th</sup> day of November 2012.

Acknowledgement

State of Nebraska

County of Douglas

The foregoing instrument was acknowledged before me this  
Gabrielle Staben, Secretary II

11/16/2012 by   
(date) (name & title of position)

Notary Public Signature



Affix Seal Here





Division of Public Health

State of Nebraska  
Dave Heineman, Governor

1801 North 73 ST, Omaha, NE 68114

INTERIM LICENSING AGREEMENT

We, Chutney Knave and Cassandra Wright, owners of Bright Futures and Care LLC , and co-directors of Bright Futures Learning and Care LLC, a licensed Child Care Center located at 3223 North 45 St. Bldg. D, Omaha, NE 68104, hereby voluntarily state and declare:

We have read and understand the Child Care Center Standards (CRED-PB-365).

We agree to comply with each of the Child Care Center Standards as long as we are licensed by the State of Nebraska to provide child care services.

We understand and agree to comply with:

Standard 13, Page 6, which states: "Center staff, whether paid or volunteer, shall not engage in or have a history of behaviors injurious to or which may endanger the health or morals of children". (391 NAC 8-002).

Standard 36, Page 9 which states: "Center staff or any person designated by the licensee as having the responsibility for children shall have the responsibility to provide adequate and appropriate supervision at all times children are in attendance. Evidence or of negligent lack of supervision is basis for suspension or revocation of the center's license". (391 NAC 8-009).

We agree and understand that the department is currently conducting an investigation related to serious violations of child care center standards. We agree that under no circumstances will we, Chutney Knave and Cassandra Wright, be on the child care premises during the hours and days of care listed on the Child Care Center license of Bright Futures and Learning and Care LLC, until such time that the criminal citations against us for caretaker neglect (Knave and Wright), and the criminal citation for false information (Knave), and/or the department's investigation is completed and a final licensing determination is made. Premises is defined as "facility, including areas of the facility not used for child care/preschool, all attached and all outbuildings, and all areas included within the lot boundaries".

We agree and understand that we will submit a Child Care Center application within 24 hours of signing this agreement that amends our days and hours of care to Monday through Saturday, 6 a.m. to 7 p.m.

We agree and understand that from the effective the date of this licensing agreement, we will name a person, who meets teacher qualifications, to be in charge of the daily operation of the child care program, and submit that name to the department in writing within 24 hours.

We agree and understand that a person who meets Director qualifications will be named as Interim Director of Bright Futures Learning and Care LLC. Within 10 calendar days of the signing of this agreement, we will submit that name to the department in writing.



We also agree that this Agreement will be prominently posted so it is clearly visible to parents and Department representatives.

We understand that Child Care Licensing staff shall conduct announced or unannounced visits to our facility to determine compliance with this Agreement.

This Agreement is an Interim Licensing Agreement which means that the Department reserves the right to take additional action as deemed appropriate. However, any violation of this Interim Licensing Agreement may be grounds for further discipline as the Department of Health and Human Services, Division of Public Health, may deem appropriate.

This Agreement shall be in effect from the signing of this Agreement for as long as the Department deems appropriate to complete the ongoing investigation.

\_\_\_\_\_  
Child Care Inspection Specialist

\_\_\_\_\_  
Date

OR

\_\_\_\_\_  
Non-Relative Witness/Notary Public

\_\_\_\_\_  
Date

\_\_\_\_\_  
Provider/Licensee

\_\_\_\_\_  
Street/Address

\_\_\_\_\_  
City and Zip Code

\_\_\_\_\_  
Date




under the act; (3) Conviction of, or substantial evidence of committing or permitting, aiding, or abetting another to commit, any unlawful act, including, but not limited to, unlawful acts committed by an applicant or licensee under the act, household members who reside at the place where the program is provided, or employees of the applicant or licensee that involve: b) Endangerment or neglect of children or vulnerable adults ..."

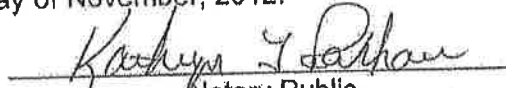
6. 391 NAC 4-001.04 provides: "The Department may initiate suspension or revocation proceedings under any of the following circumstances... 2. When a licensee has violated a regulation(s) so as to create a situation which places children at substantial risk;... 4. When a complaint of suspected child abuse or neglect has been filed;...7. When a licensee has violated any state statute regarding the care and protection of children;...11. When there is a conviction, admission, or substantial evidence of any offenses against children or adults including, but not limited to: ..., neglect, or endangerment by the child care provider;"
7. Based on the information contained in the Affidavit signed by Jolene Pfeiffer, Child Care Licensing Supervisor with the Department of Health and Human Services, Division of Public Health, Chudney Knave and Cassandra Wright have violated the following Child Care Licensing Regulations:
  - a. 391 NAC 8-002 Staff Qualifications: ... The licensee and the director shall not knowingly allow any person, neither paid nor volunteer, who has been convicted of, admitted to, or there is substantial evidence of crimes involving intentional bodily harm, crimes against children, crimes involving the illegal use of a controlled substance, or crimes involving moral turpitude to be on the center premises. Center staff, whether paid or volunteer, shall not engage in or have a history of behaviors injurious to or which may endanger the health or morals of the children in care.
  - b. 391 NAC 8-007 Felony/Misdemeanor Statement: The licensee is responsible for reporting any arrests, misdemeanor tickets other than traffic violations, pending criminal charges, and/or any felony/misdemeanor convictions on themselves, the director and staff which includes teachers/assistant teachers and all support staff.

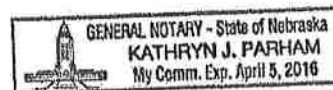
c. 391 NAC 8-009 Staffing... Center staff or any person designated by the licensee as having responsibility for children shall have the responsibility to provide adequate and appropriate supervision at all times children are in attendance. Evidence of negligent or willful lack of supervision is basis for denial of an application or suspension or revocation of the center's license.

Further affiant saith not.

  
Patricia Urzedowski, Administrator  
Office of Children's Services Licensing

Subscribed and sworn before me this 16<sup>th</sup> day of November, 2012.

  
Notary Public



MAR 18 2010



Division of Public Health

State of Nebraska

Dave Heineman, Governor

### Licensing Agreement

I, Cassandra Wright & Chudney Knave, licensees of Bright Futures Learning and Care, LLC, 3223 North 45<sup>th</sup> Street, Omaha, Nebraska 68104 hereby voluntarily state and declare:

I have read and understand the Child Care Standards (CRED-PB-365 Rev 9/98).

I agree to comply with each of the Child Care Center Standards as long as I am licensed by the State of Nebraska to provide child care services.

I agree to comply and understand: NAC 8-002 Staff Qualifications; that states in pertinent part...staff will not have behaviors which may injurious to the health and morals of the children in care.

I agree to comply and understand NAC 8-006 Prior to Hire; that states in pertinent part...the licensee shall request additional information from an appropriate law enforcement agency if additional information is needed to comply with the Dept. regulations.

I agree to comply and understand NAC 8-007 Felony/Misdemeanor Statement; that states in pertinent part...the licensee shall report to the Dept. any crimes committed by staff regardless of prosecution.

I understand and agree the Nebraska Department of Health and Human Services, Division of Public Health, Children's Services Licensing, conducted a Provisional to Operating Inspection on March 12, 2010. In review of staff records, CCIS determined Bright Futures Learning & Care, LLC was in violation of the above stated regulations regarding staff person Nikki B.

I agree that I will provide in writing within seven (7) calendar days to the Office of Children Services Licensing our program's resolution to the above violations regarding Nikki B., including a written plan addressing the programs understanding and agreement to follow the above regulations.

I agree the licensing agreement will be in effect for at least a period of six (6) months from the signing of this agreement.

I understand that Child Care Licensing staff shall conduct announced or unannounced visits to my facility to determine compliance with this Agreement.

Any violation of this Agreement may be grounds for further discipline as the Department of Health and Human Services Regulation and Licensure may deem appropriate.

The licensing agreement is effective from 3-18-10 to 9-18-10.

[Signature]  
Department Witness

[Signature]  
Provider/Licensee

03/18/2010  
Date

3023 N. 45th St. Bldg. D  
Street/Address

OR

\_\_\_\_\_  
Non-Relative Witness/Notary Public

Omaha NE 68104  
City and Zip Code

\_\_\_\_\_  
Date

3-18-10  
Date