

Office of School Board Attorney
Walter J. Harvey, School Board Attorney

SUBJECT: THE SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA v. SANDY KINDELL, DOAH Case No. 13-1629TTS

On April 17, 2013, the School Board took action to suspend Respondent, Sandy Kindell, a teacher with the school district, without pay and initiate dismissal proceedings against Respondent for just cause, including, but not limited to, misconduct in office, gross insubordination, and violation of School Board Policies 3210, Standards of Ethical Conduct, 3210.0, Code of Ethics, and 3213 Student Supervision and Welfare.

After the Respondent timely requested a hearing, but prior to the evidentiary hearing before the Division of Administrative Hearings took place, Respondent agreed to the imposition of the penalties requested by the School Board, which are set forth in a tentative proposed Settlement Agreement, submitted to the Board under separate cover. The essential terms of the Settlement Agreement are as follows:

Respondent shall be reinstated to his position as a teacher with the Miami-Dade County Public Schools, effective as of September 4, 2013. Respondent's suspension from employment from April 17, 2013 through September 3, 2013, shall constitute a suspension for time-served, and Respondent shall receive no compensation or back-pay for the period of his suspension from employment.

Upon consultation with administration, it is recommended that the proposed Agreement be accepted as achieving the objective sought by the School Board in this case. Acceptance of the agreement, forwarded under separate cover to the Board, is in the School Board's best interests, and will obviate the need for further legal actions by the School Board.

RECOMMENDED: That The School Board of Miami-Dade County, Florida, approve the proposed Settlement Agreement in the case of The School Board of Miami-Dade County, Florida v. Sandy Kindell, DOAH Case No. 13-1629TTS, suspending Respondent, without back-pay, for the period of his suspension, which he has already served, and reinstating him to his position as a teacher with the School Board, as specified in the Settlement Agreement.