

Office of Superintendent of Schools  
Board Meeting of February 14, 2007

February 1, 2007

Office of School Board Attorney  
JulieAnn Rico, Board Attorney

**SUBJECT: PROVISION OF OUTSIDE LEGAL COUNSEL FOR SUPERINTENDENT, RUDOLPH F. CREW, IN THE CASES OF:**  
**MADelyn SCHERE v. SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, JULIEANN RICO, AND RUDOLPH F. CREW, U.S.D.C. CASE NO. 06-22653-CIV-UNGARO-BENAGES;**  
**VIRGINIA BRADFORD v. SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, U.S.D.C. CASE NO. 07-20083-CIV-LENARD;**  
**and**  
**MARTA PEREZ v. RUDOLPH F. CREW, CIRCUIT COURT CASE NO. 07-156-CA-02.**

**COMMITTEE: SCHOOL SUPPORT ACCOUNTABILITY**

Pursuant to School Board Rule 6Gx13-1C-1.021, *Defense and Indemnification of Board Members and Superintendent*, it is hereby requested that the Board confirm the retention of defense counsel for the Superintendent in the above-referenced cases. School Board Rule 6Gx13-1C-1.021, provides that:

The School Board will indemnify and defend Board members and the Superintendent if and whenever a Board member or the Superintendent is involved in any manner (including without limitation, as a party, or as a witness) in any threatened, pending, or completed civil or criminal proceeding arising out of and in the course of performance of assigned duties and responsibilities. . . . No initial finding by the School Board, its counsel, independent counsel, or any other person, or body shall be effective to deprive . . . the Superintendent of the protection of the defense and indemnification as it is intended that the School Board shall pay promptly all amounts necessary to effectuate the full defense and indemnification provisions provided by this rule. . . . (T)he Superintendent shall retain the complete right to select the counsel of (his) choice at reasonable expenses and fees and oversee, direct, and control every aspect of the defense, settlement or appeal of any civil or criminal proceeding. . . .

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On January 3, 2007, the Superintendent, in his official capacity, was served with the Complaint in Circuit Court Case No. 07-156, and was later notified of a preliminary injunction hearing scheduled for January 5, 2007. Thereafter, the Superintendent notified the School Board Attorney of his selection of Michael W. Moskowitz, Esquire, as his defense counsel for the aforementioned case. Subsequently, the Superintendent advised of his decision to also secure Mr. Moskowitz as his defense counsel in the other two (2) remaining cases.

For the foregoing reasons, the School Board Attorney requests that the Board authorize the Board Attorney to enter into a contract retaining Mr. Moskowitz as outside legal counsel for the Superintendent in the three cases identified herein.

**RECOMMENDED:** That The School Board of Miami-Dade County, Florida authorize the School Board Attorney to enter into contract to retain Michael W. Moskowitz, Esquire and his firm, Moskowitz, Mandell, Salim & Simowitz, P.A., as counsel for the Superintendent in the cases known as *Madelyn Schere v. School Board of Miami-Dade County, Florida*, *Julieann Rico*, and *Rudolph F. Crew*, U.S.D.C. Case No. 06-22653-CIV-UNGARO-BENAGES; *Virginia Bradford v. School Board of Miami-Dade County*, U.S.D.C. Case No. No. 07-20083-CIV-LENARD; and *Marta Perez v. Rudolph F. Crew*, Circuit Court Case No. 07-156-CA-02. Mr. Moskowitz, will be compensated at the rate of \$450.00 per hour.

JAR/pc