

## SETTLEMENT AGREEMENT

**THIS SETTLEMENT AGREEMENT** (this "Agreement") is made this 30th day of September 2011, by and between Michele Ruth ("Plaintiff" or "Coach Ruth") and the School Board of Martin County, Florida ("the Board" or "Defendant").

**WHEREAS**, on June 1, 2011, Plaintiff was terminated as the head coach of the Jensen Beach High School ("JBHS") varsity girls' lacrosse team; and

**WHEREAS**, Coach Ruth has asserted against Defendant a claim of retaliation in violation of Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681 *et seq.* ("Title IX"), and the implementing regulations promulgated under Title IX, and may have other claims under Florida common law;

**WHEREAS**, in response to her claim, Jensen Beach High School's Principal has presented Coach Ruth with a "Last Chance Agreement", setting forth certain conditions under which she may be reinstated as head coach of the varsity girls' lacrosse team;

**WHEREAS**, Plaintiff and Defendant desire to fully resolve and settle the Title IX claim and any other claims between the parties on the terms set forth herein; and

**WHEREAS**, Plaintiff and Defendant have negotiated and reached this Agreement in good faith.

**NOW, THEREFORE**, it is hereby agreed as follows by Plaintiff and the Board (collectively, the "Parties"), in consideration of the mutual releases and other terms set forth herein, and the payment of certain sums provided herein by the Board to Plaintiff, which the Parties agree is good and valuable consideration for the various covenants and understandings set forth in this Agreement:

1. **Reinstatement**: Coach Ruth shall be reinstated immediately to the position of head coach of the Jensen Beach High School girls' varsity lacrosse team.

2. **Terms of Reinstatement**:

(a) The Last Chance Agreement presented to Coach Ruth on July 11, 2011 (attached hereto as Exhibit A) is null and void and shall not be given any effect;

(b) Coach Ruth may not be terminated for violation of any condition set forth in the Last Chance Agreement;

(c) The varsity girls' lacrosse team shall play each of its home games at the Jensen Beach High School stadium;

(d) Coach Ruth may be terminated or disciplined only if she fails to coach or train the

student athletes under her supervision or if she violates written Martin County School Board policy applicable to other coaches within the County school system;

(e) Coach Ruth and the girls' lacrosse team shall have access to all facilities, resources and promotional opportunities available to other varsity coaches and teams, including but not limited to the first aid room and the locker room;

(f) JBHS shall continue to allow Coach Ruth to use its facilities for the Barefoot Lacrosse Club practices subject to the normal approval process that applies to requests for use of school facilities.

3. Releases by Plaintiff: The Plaintiff hereby releases and forever discharges defendant (including Defendant's affiliates, direct support organizations, agents, officers, consultants, employees, legal counsel, accountants, financial advisors, and representatives of any kind, and the School Board of Martin County and the Board Members in their official capacity and individually), from each and every right, claim, debt, cause of action, demand, suit for damages, liability, legal fee, act or right of action of any nature whatsoever, whether asserted or unasserted, known or unknown, that Plaintiff made or could have made against Defendant from the beginning of time until the date of this Agreement.

4. Releases by Defendant: Defendant (including Defendant's affiliates, direct support organizations, agents, officers, consultants, employees, legal counsel, accountants, financial advisors, and representatives of any kind, and the School Board of Martin County and the Board Members in their official capacity and individually), release and forever discharge Plaintiff Michele Ruth and her respective heirs, administrators, representatives, executors, successors, assigns, and legal counsel from each and every right, claim, debt, cause of action, demand, suit for damages, liability, legal fee, act or right of action of any nature whatsoever, whether asserted or unasserted, known or unknown, that the Defendant made or could have made against Plaintiff from the beginning of time until the date of this Agreement.

5. Jensen Beach High School shall reimburse Coach Ruth attorneys' fees in an amount to be negotiated by the School Board Attorney and reported to the Board within ten (10) business days.

6. Understanding and Counsel: The Parties represent and warrant that (a) they have read and understand the terms of this Agreement, (b) they have been represented by counsel with respect to this Agreement and all matters covered by and relating to it, and (c) they have entered into this Agreement for reasons of their own and not based upon representations of any other party hereto.

7. Entire Agreement: This Agreement constitutes the entire agreement with respect to the subject matter addressed herein and supersedes any prior written and/or oral agreements between the Parties.

8. Amendments: This Agreement may not be orally modified. This Agreement may only be modified in a writing signed by all of the Parties.

9. Headings: All headings and captions in this Agreement are for convenience only and shall not be interpreted to enlarge or restrict the provisions of the Agreement.

10. Counterparts and Facsimile Signatures: This Agreement may be executed in counterparts and all such counterparts when so executed shall together constitute the final Agreement as if one document had been signed by all of the Parties. This Agreement may be executed by facsimile copy and each signature thereto shall be and constitute an original signature, again as if all Parties had executed a single original document.

11. Further Necessary Actions: To the extent that any document is required to be executed by any Party to effectuate the purposes of this Agreement, the Party will execute and deliver such document or documents to the requesting Party.

12. Actions to Enforce: Should any action be brought by one of the Parties to enforce any provision of this Agreement, the non-prevailing party to such action shall reimburse the prevailing party for all reasonable attorneys' fees and court costs and other expenses incurred by the prevailing party in said action to enforce. Plaintiff expressly reserves her right to assert any claims for interest for any defaulted payment and for any monetary or non-monetary damages incurred or caused by Defendant's non-compliance with this Settlement Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement under seal on the day and year set forth above.

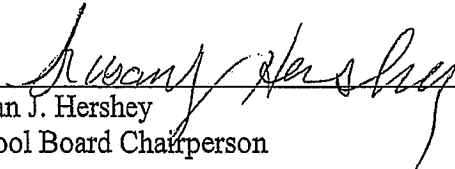
**AGREED AND ACCEPTED:  
FOR PLAINTIFF MICHELE RUTH:**

By: Michele C. Ruth Date: 9/30/11  
Michele Ruth

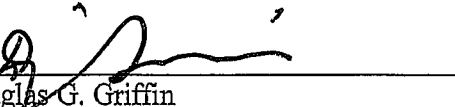
By: Linda M. Correia Date: 9/30/11  
Linda M. Correia  
Webster, Fredrickson, Correia & Puth, PLLC  
1775 K Street, N.W., Suite 600  
Washington, D.C. 20006

By: Adele P. Kimmel Date: 9/30/11  
Adele P. Kimmel  
Public Justice, P.C.  
1825 K Street, N.W., Suite 200  
Washington, D.C. 20006

**AGREED AND ACCEPTED  
FOR DEFENDANT SCHOOL BOARD OF MARTIN COUNTY**

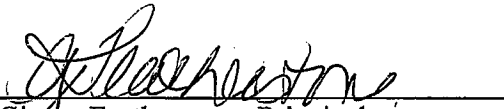
By:   
Susan J. Hershey  
School Board Chairperson

Date: 9.30.11


By:   
Douglas G. Griffin  
School Board Attorney

Date: 9.30.11

**SEEN AND AGREED:**

By:   
Ginger Featherstone, Principal  
Jensen Beach High School

Date: 10/3/11

By:   
RJ Costello, Athletic Director  
Jensen Beach High School

Date: 10/5/11

**Jensen Beach High School**  
**Athletic Department**

2875 NW Goldenrod Road  
Jensen Beach, Florida 34957  
Phone: 772-232-3500  
Fax: 772-232-3699



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**LAST CHANCE AGREEMENT**

1. Coach Michele Ruth must sign in at the front desk of each school site upon arriving on campus.
2. Coach Michele Ruth must at all times wear close-toed shoes while working in her capacity as lacrosse coach and/or while on MCSD property in her capacity as lacrosse, and/or at any "away" location in her capacity as MCSD lacrosse coach. Being barefoot, wearing flip flops, sandals or any open-toed shoe is unacceptable.
3. Coach Michele Ruth must at all times, while working in her capacity as lacrosse coach for the MCSD, wear appropriate coaching attire. Bathing suits are not appropriate attire. Polo-type shirts or T-shirts are acceptable.
4. Coach Michele Ruth must meet all FHSAA requirements in a timely manner as determined by the Athletic Director, RJ Costello and FHSAA rules and policies.
5. Coach Michele Ruth is responsible for getting her own ice and water for all lacrosse practices and games. This is not the responsibility of the school custodial staff.
6. Coach Michele Ruth is responsible for all home game preparations.
7. Coach Michele Ruth understands and supports that all girls' lacrosse home games will be played on the lacrosse field.
8. Coach Michele Ruth is responsible for having pre-approved adults sell tickets and pre-approved personnel operate the scoreboard for all home lacrosse games. All volunteers must meet the MCSD Volunteer background procedures prior to volunteering/working any athletic event.
9. Coach Michele Ruth should realize the seriousness of her conduct and understand that any future actions in violation of this agreement or of Martin County School District's rules, regulations, policies or procedures will result in the immediate termination of her coaching supplement.
10. Coach Michele Ruth will communicate directly with RJ Costello, Athletic Director regarding any situation/concern involving the team, rules, and or procedures in regard to her team-position.

Coach Michele Ruth hereby acknowledges and agrees that she is employed as a coach on an "at will" basis. Coach Michele Ruth further acknowledges that any violation of the conditions above will result in immediate termination of her coaching position at Jensen Beach High School.

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Michelle Ruth

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Ginger Featherstone, Principal  
Jensen Beach High School

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RJ Costello  
Athletic Director  
Jensen Beach High School

Nancy Kline, Superintendent of Schools

School Board Members: Dr. David L. Anderson • Maura Barry-Sorenson • Laurie Gaylord • Susan J. Hershey • Michael Busha

*"An Equal Opportunity Agency"*