

## SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (hereinafter, the “Agreement” or “Release”) is made between Craig Beal, as Personal Representative for the Estate of Elsa Beal (hereinafter, “Representative Beal”), and Craig Beal, in his individual capacity (hereinafter, “Craig Beal”) and The School Board of Sarasota County, Florida (hereinafter, the “School Board”) (individually, each a “Party” and collectively, the “Parties”).

WHEREAS, on August 23, 2022, a lawsuit against the School Board styled Elsa Beal, by Craig Beal, Personal Representative v. The School Board of Sarasota County, Florida, was filed in the Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida, Case No. 2022-CA-003936 NC (hereinafter, the “Lawsuit”);

WHEREAS, on November 7, 2022, School Board removed the Lawsuit to the United States District Court for the Middle District of Florida, Tampa Division, and was restyled to Case No. 8:22-cv-02529;

WHEREAS, the Third Amended Complaint and Demand for Jury Trial was filed on April 27, 2023;

WHEREAS, in the Lawsuit, six causes of action for violation of the Florida Civil Rights Act, Title VII of the Civil Rights Act, and fraud are alleged;

WHEREAS, throughout the Lawsuit, School Board vigorously defended and denied any and all allegations of wrongdoing;

WHEREAS, without admitting any liability or wrongdoing whatsoever, and solely to avoid the time, expense, and uncertainty of continued litigation, the Parties desire to fully, finally, and globally resolve this matter in accordance with the terms set forth in this Agreement;

NOW THEREFORE, intending to be legally bound, and in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Settlement Payment.** School Board shall pay the Estate of Elsa Beal Three Hundred Thousand Dollars (\$300,000.00) (“the Settlement Payment”), inclusive of all attorney’s fees and costs. School Board shall issue one check in the amount of Three Hundred Thousand Dollars (\$300,000.00) payable to the Estate of Elsa Beal for which a 1099 shall be issued to the Estate of Elsa Beal.
  - a. Representative Beal, and Craig Beal individually, expressly agree that neither Representative Beal or Craig Beal shall be entitled to any other compensation from the School Board in any matter related to Elsa Beal, and that no other amounts are due or owing or shall become due or owing relating to any obligation, agreement, or otherwise, other than Craig Beal’s regular compensation for work performed as an employee of School Board, benefits to which are earned or he is entitled to as an employee of the School Board, including but not limited to, PTO, vacation and health

insurance and any pension/retirement benefit either earned by himself or as the surviving spouse of Elsa Beal.

- b. The payment outlined in this Section 1 shall be sent to Cynthia Sass, Sass Law Firm, 601 West Dr. Martin Luther King, Jr. Boulevard, Tampa, Florida 33603 within 30 days after the latest of: (i) the Parties' execution of this Agreement; (ii) the expiration of the Revocation Periods as set forth in Sections 4 and 5 below; (iii) approval of this Agreement by the School Board at the next scheduled and noticed public meeting following Craig Beal's execution of this Agreement and the expiration of the Revocation Period; and (iv) the filing of a joint motion dismissing the Lawsuit with prejudice with the Court retaining jurisdiction over enforcement of the Agreement until the payment described in Section 1 is made.
2. **Dismissal of Lawsuit with Prejudice.** Within three (3) business days of the School Board's approval of this Agreement, the Parties shall file a Joint Motion to Dismiss the Lawsuit asking the Court to retain jurisdiction over the Agreement until payment is made, with each Party bearing their own costs and attorneys' fees, stating that the dismissal is with prejudice. Representative Beal agrees to take any other actions necessary to effectuate a prompt and complete dismissal of the Lawsuit with prejudice. Should it become necessary for Representative Beal to initiate legal action to enforce payment of the Settlement Payment described in Section 1<sup>1</sup>, above, Prior to initiating any such action to enforce said payment, Representative Beal agrees to first confer in good faith with School Board about the status of the Settlement Payment.
  3. **Confidentiality of Agreement.** Representative Beal and Craig Beal agree not to post the existence of this Agreement and the terms and conditions hereof on social media nor seek out interviews with any member of the press or media. Unless subpoenaed, Representative Beal and Craig Beal shall not discuss or engage in any communications in any form regarding this Agreement or any claim raised in this Lawsuit with any individual or entity with the intent to directly or indirectly facilitate the initiation of litigation or demands for compensation from School Board, except as permitted by law. Craig Beal and Representative Beal further represent they have not done so as of the date of Craig Beal's execution of this Agreement. Should Craig Beal receive any subpoena from any third party or entity, Craig Beal will notify the School Board's legal counsel within three business days of receipt of the subpoena.
  4. **Release by Representative Beal.**
    - a. The undersigned, Representative Beal, as personal representative for the Estate of Elsa Beal for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound, and the Estate of Elsa Beal's past,

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<sup>1</sup> In the event the Court does not promptly dismiss the Lawsuit with prejudice while retaining enforcement jurisdiction upon receipt of the joint motion, neither Representative Beal nor Craig Beal shall take any action to reinitiate the currently dismissed status of the case unless and until the 30-day payment period runs, payment has not been received, and good faith consultation about the status of payment with School Board has occurred except to extend the time of administrative closure.

present and future agents, representatives, attorneys, affiliates<sup>2 3</sup>, heirs, executors, assigns and successors, and all other persons connected therewith, and on behalf of all successors and assigns, hereby releases and forever discharges School Board, and all of its past, present and future agents, representatives, principals, attorneys, affiliates, Board members, contractors, subsidiaries, officers, directors, employees, students, citizens, assigns and successors, and all other persons, firms or corporations connected or affiliated therewith (collectively “Releasees”), of and from any and all legal, equitable or other claims, demands, setoffs, defenses, contracts, accounts, suits, debts, agreements, actions, causes of action, sums of money, attorney’s fees and costs, judgments, findings, controversies, disputes, or past present and future, through the date of the School Board’s approval of this Agreement, duties, responsibilities, obligations, or suits at law and/or equity of whatsoever kind, from the beginning of the world to the date of full execution of this Agreement, in addition, without limitation, any and all actions, causes of action, claims, counterclaims, third party claims, and any and all other federal, state, local and/or municipality statutes, laws and/or regulations and any ordinance and/or common law pertaining to employment and otherwise, and any and all other claims, counterclaims and/or third party claims which have been or which could have been asserted against any party in any forum.

- b. By signing this Release, the undersigned, Representative Beal, further releases and forever discharges Releasees of any legal, equitable or other claims, demands, setoffs, defenses, contracts, accounts, suits, debts, agreements, actions, causes of action, sums of money, attorney’s fees and costs, judgments, findings, controversies, disputes, or past, present and future, through the date of the School Board’s approval of this Agreement, duties, responsibilities, obligations, or suits at law and/or equity relating to any provision of Chapter 119 of the Florida Statutes or otherwise that concerns any and all past or present records made, created, or maintained by Releasees through the date of School Board approval of this Agreement.
- c. By signing this Release, the undersigned, Representative Beal, further releases and forever discharges Releasees of any legal, equitable or other claims, demands, setoffs, defenses, contracts, accounts, suits, debts, agreements, actions, causes of action, sums of money, attorney’s fees and costs, judgments, findings, controversies, disputes, or past, present and future duties, responsibilities, obligations, or suits at law and/or equity pertaining to any claim existing through the date of the School Board’s approval of this

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<sup>2</sup> For the limited purposes of Representative Beal later contesting the amount of retirement compensation owed to Craig Beal as a result of Elsa Beal’s retirement entitlement with the Florida Retirement System, the Parties stipulate that the Florida Retirement System is not an affiliate of the School Board for the Purposes of this Release. Representative Beal acknowledges that he is not aware of any existing claim against the Florida Retirement System based on Elsa Beal’s retirement entitlement through the time of her death.

<sup>3</sup> For the limited purposes of Representative Beal later becoming involved in a dispute with a third-party insurer regarding contractual life insurance proceeds payable to the Estate of Elsa Beal or Craig Beal related to the death of Elsa Beal, the Parties stipulate that such third-party insurers with such contractual requirements to pay life insurance proceeds related to the death of Elsa Beal are not affiliates of the School Board for the purposes of this Release. Representative Beal acknowledges that he is not aware of any existing dispute with a third-party insurer related to such life insurance proceeds.

Agreement related to the Estate of Elsa Beal, including related to the death of Elsa Beal.

- d. By signing this Release, Representative Beal, knowingly and voluntarily fully releases and forever discharges Releasees of and from all claims, demands and liability of any kind arising under any statute, law or ordinance, including, without limitation, Title VII of the Civil Rights Act of 1964; the Civil Rights Acts of 1866, 1871, and 1991; 42 U.S.C. § 1981; the Family and Medical Leave Act of 1993; the Fair Labor Standards Act; the Equal Pay Act of 1963; the Worker Adjustment and Retraining Notification (WARN) Act; the National Labor Relations Act; the Occupational Safety and Health Act; the Fair Credit Reporting Act; the Americans with Disabilities Act; the Rehabilitation Act of 1973; the Age Discrimination in Employment Act (“ADEA”); the Older Workers Benefit Protection Act (“OWBPA”); the Employee Retirement Income Security Act; the Consolidated Omnibus Budget Reconciliation Act of 1985; the Families First Coronavirus Response Act; the Emergency Paid Sick Leave Act; the Emergency Family & Medical Leave Expansion Act; any federal or state whistleblower statute or regulation, including Fla. Stat. § 448.102; the Florida Civil Rights Act of 1992; Section 24, Article X of the Florida State Constitution; any provision of Chapters 119, 250, 440, 443, 447, 448, and 760 of the Florida Statutes; any statute pertaining to open records pursuant to state and federal law; the Florida General Labor Regulations; any other federal, state, or local law, rule regulation, or ordinance; any obligations under, arising out of or related to any actual or quasi-contract, including but not limited to, any claims for or to past or future unpaid salary, commissions, bonuses, incentive compensation, expense reimbursements, health care benefits, life insurance, disability insurance, stock or options, and any other income or benefits Elsa Beal received or claims the Estate of Elsa Beal should receive; common law claims, including but not limited to claims of fraud, misrepresentation, intentional or negligent infliction of emotional distress, negligent hiring, retention, training or supervision, defamation, invasion of privacy, breach of a covenant of good faith and fair dealing, breach of fiduciary duty, breach of express or implied contract, promissory estoppel, negligence or wrongful termination of employment; and all other claims of any kind, including but not limited to any claims for attorneys’ fees.
- e. It is understood and agreed that this Release is intended to cover all actions, causes of action, claims, and demands for damages, loss or injury arising from the beginning of time until the date of full execution of this Release whatsoever, whether presently known or unknown to the undersigned, including all claims in the Lawsuit. However, except as expressly outlined in this Agreement, Representative Beal does not waive rights to claims which may arise after this Release becomes effective. This Release is intended to include all claims against School Board legally waivable by Representative Beal and not intended to waive any claims by Representative Beal which are not legally waivable.
- f. Representative Beal acknowledges that he has consulted with an attorney prior to executing this Release. Representative Beal agrees that Representative Beal has been given a reasonable time in which to consider the Release and seek such consultation.

- g. Representative Beal further warrants that Representative Beal has consulted with knowledgeable persons concerning the effect of this Release and all rights which Representative Beal might have under any and all state and federal laws and the common law.
- h. Unless subpoenaed, Representative Beal agrees not to directly or indirectly assist with or participate in any way in the initiation of any legal, equitable or other claims, demands, requests, actions, causes of action, or suits at law and/or equity lawsuit by any third party of a claim Craig Beal or Representative Beal has released, waived, or discharged in this Agreement. In the event Representative Beal is so subpoenaed, Representative Beal agrees to notify the School Board's legal counsel within three business days of receipt of the subpoena and to communicate in good faith regarding the subpoena and prospective obligations arising therefrom. Representative Beal acknowledges that he has not directly or indirectly assisted with, or participated in any way, in the initiation of any prospective or actual legal, equitable or other claims, demands, requests, actions, causes of action, or suits at law and/or equity lawsuit by any third party of a claim Craig Beal or Representative Beal has released, waived, or discharged in this Agreement. Regardless of whether subpoenaed, Representative Beal agrees not to directly or indirectly benefit from in any way, financially or otherwise, the initiation of legal, equitable or other claims, demands, requests, actions, causes of action, or suits at law and/or equity lawsuit by any third party of a claim Craig Beal or Representative Beal has released, waived, or discharged in this Agreement. Representative Beal fully understands these rights and that by signing this Release, Representative Beal forfeits all rights to sue Releasees for matters relating to or arising out of Elsa Beal's employment, claims released in this Agreement, and otherwise.
- i. **ADEA – Revocation Period: In accordance with provisions of the ADEA, as amended, 29 U.S.C. §§ 601-634, Representative Beal is hereby provided a period of twenty-one (21) days from the date of receiving this Release to review the waiver of rights under the ADEA and sign the Release. Furthermore, Representative Beal has seven (7) days after the date of signing the Release (“Revocation Period”) to revoke his consent. Revocation of Representative Beal’s consent must be made in writing and delivered to the School Board c/o Patrick Duggan, Esq., Shumaker, Loop & Kendrick LLP, 240 S. Pineapple Avenue, 9<sup>th</sup> Floor, Sarasota, FL, 34236 prior to expiration of the Revocation Period. This Release shall not become effective or enforceable until the Revocation Period has expired. If Representative Beal does not deliver a written revocation to the School Board as outlined herein before the Revocation Period expires, this Release will become effective.**

5. **Release by Craig Beal.**

- a. The undersigned, Craig Beal, in his individual capacity, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound, and Craig Beal's past, present and future agents, representatives, attorneys, affiliates, heirs, executors, assigns and successors, and all other persons

connected therewith, and on behalf of all successors and assigns, hereby releases and forever discharges School Board, and all of its past, present and future agents, representatives, principals, attorneys, affiliates<sup>4</sup> <sup>5</sup>, Board members, contractors, subsidiaries, officers, directors, employees, students, citizens, assigns and successors, and all other persons, firms or corporations connected or affiliated therewith (collectively “Releasees”), of and from any and all legal, equitable or other claims, demands, setoffs, defenses, contracts, accounts, suits, debts, agreements, actions, causes of action, sums of money, attorney’s fees and costs, judgments, findings, controversies, disputes, or past, present and future duties, responsibilities, obligations, or suits at law and/or equity of whatsoever kind, from the beginning of the world to the date of execution of this Agreement by Craig Beal, in addition, without limitation, any and all actions, causes of action, claims, counterclaims, third party claims, and any and all other federal, state, local and/or municipality statutes, laws and/or regulations and any ordinance and/or common law pertaining to employment and otherwise, and any and all other claims, counterclaims and/or third party claims which have been or which could have been asserted against any party in any forum<sup>6</sup>.

- b. By signing this Release, the undersigned, Craig Beal, further releases and forever discharges Releasees of any legal, equitable or other claims, demands, setoffs, defenses, contracts, accounts, suits, debts, agreements, actions, causes of action, sums of money, attorney’s fees and costs, judgments, findings, controversies, disputes, or past, present and future duties, responsibilities, obligations, or suits at law and/or equity relating to any provision of Chapter 119 of the Florida Statutes or otherwise that concerns any and all past or present records made, created, or maintained by Releasees through the date of School Board approval of this Agreement.
- c. By signing this Release, the undersigned, Craig Beal, further releases and forever discharges Releasees of any legal, equitable or other claims, demands, setoffs, defenses, contracts, accounts, suits, debts, agreements, actions, causes of action, sums of money, attorney’s fees and costs, judgments, findings, controversies, disputes, or past, present and future duties, responsibilities, obligations, or suits at law and/or equity pertaining to any claim existing through the date Beal signs this Agreement related to the Estate of Elsa Beal, including related to the death of Elsa Beal.

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<sup>4</sup> For the limited purposes of Craig Beal later contesting the amount of retirement compensation owed to Craig Beal as a result of Elsa Beal’s retirement entitlement with the Florida Retirement System, the Parties stipulate that the Florida Retirement System is not an affiliate of the School Board for the Purposes of this Release. Craig Beal acknowledges that he is not aware of any existing claim against the Florida Retirement System based on Elsa Beal’s retirement entitlement through the time of her death.

<sup>5</sup> For the limited purposes of Craig Beal later becoming involved in a dispute with a third-party insurer regarding contractual life insurance proceeds payable to the Estate of Elsa Beal or Craig Beal related to the death of Elsa Beal, the Parties stipulate that such third-party insurers with such contractual requirements to pay life insurance proceeds related to the death of Elsa Beal are not affiliates of the School Board for the purposes of this Release. Representative Beal acknowledges that he is not aware of any existing dispute with a third-party insurer related to such life insurance proceeds.

<sup>6</sup> Craig Beal, as an individual, hereby acknowledges to be good, valuable, and sufficient consideration: (1) the avoidance of continued litigation by settlement of claims contained herein; (2) the certainty and finality of the cessation of the federal litigation by this settlement, (3) the agreement that the School Board, Representative Beal, and Craig Beal will each bear their own attorney’s fees and costs; (4) the mutual promises made herein for amicable resolution.

- d. By signing this Release, Craig Beal, knowingly and voluntarily fully releases and forever discharges Releasees of and from all claims, demands and liability of any kind arising under any statute, law or ordinance, including, without limitation, Title VII of the Civil Rights Act of 1964; the Civil Rights Acts of 1866, 1871, and 1991; 42 U.S.C. § 1981; the Family and Medical Leave Act of 1993; the Fair Labor Standards Act; the Equal Pay Act of 1963; the Worker Adjustment and Retraining Notification (WARN) Act; the National Labor Relations Act; the Occupational Safety and Health Act; the Fair Credit Reporting Act; the Americans with Disabilities Act; the Rehabilitation Act of 1973; the Age Discrimination in Employment Act (“ADEA”); the Older Workers Benefit Protection Act (“OWBPA”); the Employee Retirement Income Security Act; the Consolidated Omnibus Budget Reconciliation Act of 1985; the Families First Coronavirus Response Act; the Emergency Paid Sick Leave Act; the Emergency Family & Medical Leave Expansion Act; any federal or state whistle-blower statute or regulation, including Fla. Stat. § 448.102; the Florida Civil Rights Act of 1992; Section 24, Article X of the Florida State Constitution; any provision of Chapters 119, 250, 440, 443, 447, 448, and 760 of the Florida Statutes; any statute pertaining to open records pursuant to state and federal law; the Florida General Labor Regulations; any other federal, state, or local law, rule regulation, or ordinance; any obligations under, arising out of or related to any actual or quasi-contract, including but not limited to, any claims for or to past or future unpaid salary, commissions, bonuses, incentive compensation, expense reimbursements, health care benefits, life insurance, disability insurance, stock or options, and any other income or benefits Craig Beal received or claims Craig Beal should receive; common law claims, including but not limited to claims of fraud, misrepresentation, intentional or negligent infliction of emotional distress, negligent hiring, retention, training or supervision, defamation, invasion of privacy, breach of a covenant of good faith and fair dealing, breach of fiduciary duty, breach of express or implied contract, promissory estoppel, negligence or wrongful termination of employment; and all other claims of any kind, including but not limited to any claims for attorneys’ fees. Notwithstanding the above, for the limited purpose of prospective claims related to Craig Beal’s own ongoing employment with School Board, Craig Beal does not release the School Board for any employment related claims pertaining to Craig Beal that are currently unknown that arise between his execution of this Agreement and the School Board’s subsequent approval of this Agreement.
- e. It is understood and agreed that this Release is intended to cover all actions, causes of action, claims, and demands for damages, loss or injury arising from the beginning of time until the date of full execution of this Release by Craig Beal whatsoever, whether presently known or unknown to the undersigned, including all claims in the Lawsuit. However, except as expressly outlined in this Agreement, Craig Beal does not waive rights to claims which may arise after this Release becomes effective. This Release is intended to include all claims against School Board legally waivable by Craig Beal and not intended to waive any claims by Craig Beal which are not legally waivable, nor provided herein.

- f. Craig Beal acknowledges he has been advised to consult with an attorney prior to executing this Release. Craig Beal agrees that he has been given a reasonable time in which to consider the Release and seek such consultation.
- g. Craig Beal further warrants that he has consulted with knowledgeable persons concerning the effect of this Release and all rights which Craig Beal might have under any and all state and federal laws and the common law.
- h. Unless subpoenaed, Craig Beal agrees not to directly or indirectly assist with or participate in any way the initiation of any legal, equitable or other claims, demands, requests, actions, causes of action, or suits at law and/or equity lawsuit by any third party of a claim Craig Beal or Representative Beal has released, waived, or discharged in this Agreement. In the event Craig Beal is so subpoenaed, Craig Beal agrees to immediately notify the School Board's legal counsel and to communicate in good faith regarding the subpoena and prospective obligations arising therefrom. Craig Beal acknowledges that he has not directly or indirectly assisted with, or participated in any way, in the initiation of any prospective or actual legal, equitable or other claims, demands, requests, actions, causes of action, or suits at law and/or equity lawsuit by any third party of a claim Craig Beal or Representative Beal has released, waived, or discharged in this Agreement. Regardless of whether subpoenaed, Craig Beal agrees not to directly or indirectly benefit from in any way, financially or otherwise, the initiation of legal, equitable or other claims, demands, requests, actions, causes of action, or suits at law and/or equity lawsuit by any third party of a claim Craig Beal or Representative Beal has released, waived, or discharged in this Agreement. Except as specifically permitted in this Agreement, Craig Beal fully understands these rights and that by signing this Release, Craig Beal forfeits all rights to sue Releasees for matters relating to or arising out of Elsa Beal's employment, claims released in this Agreement, and otherwise.
- i. **ADEA – Revocation Period: In accordance with provisions of the ADEA, as amended, 29 U.S.C. §§ 601-634, Craig Beal is hereby provided a period of twenty-one (21) days from the date of receiving this Release to review the waiver of rights under the ADEA and sign the Release. Furthermore, Craig Beal has seven (7) days after the date of signing the Release (“Revocation Period”) to revoke his consent. Revocation of Craig Beal’s consent must be made in writing and delivered to the School Board c/o Patrick Duggan, Esq., Shumaker, Loop & Kendrick LLP, 240 S. Pineapple Avenue, 9<sup>th</sup> Floor, Sarasota, FL, 34236 prior to expiration of the Revocation Period. This Release shall not become effective or enforceable until the Revocation Period has expired. If Craig Beal does not deliver a written revocation to the School Board as outlined herein before the Revocation Period expires, this Release will become effective.**
- j. The Parties agree that Craig Beal shall be entitled to the same rights and privileges as any other employee of School Board and will continue his employment no better and no worse off than if this Lawsuit was not initiated following full execution of this Agreement.



6. **Future Proceedings.** Representative Beal and Craig Beal agree not to directly or indirectly initiate, assist with, or participate in any way in any future proceeding at law or in equity against Releasees for or on account of: (i) any claim or cause of action relating to any provision of Chapter 119 of the Florida Statutes or otherwise pertaining to any and all past or present records made, created, or maintained by Releasees through the date of the School Board's approval of this Agreement, and (ii) any claim existing through the date of the School Board's approval of this Agreement related to the Estate of Elsa Beal, including related to the death of Elsa Beal, unless subpoenaed. Representative Beal and Craig Beal further agree that no such claim shall be instituted by anyone else on Representative Beal's and Craig Beal, or the Estate of Elsa Beal's behalf.
7. **Opportunity to Seek Counsel.** The Parties represent that they have had an opportunity to retain legal counsel to represent them in connection with this matter, that they have been advised of the legal effect and consequences of this Agreement, that they have entered into this Agreement knowingly, freely and voluntarily of their own volition, and that they have not been coerced, forced, harassed, threatened or otherwise unduly pressured to enter into this Agreement. Craig Beal specifically represents that he has been represented by legal counsel of his choice in the matters outlined in the Agreement. Representative Beal specifically represents that he has been represented by legal counsel of Beal's choice in the matters outlined in this Agreement.
8. **No Admissions.** This Agreement is not and shall not in any way be construed as an admission by any Party of any wrongful act or omission, or any liability due and owing, or any violation of any federal, state, or local law or regulation.
9. **Tax Indemnity.** Representative Beal and Craig Beal acknowledge that the School Board has not provided Representative Beal nor Craig Beal with any tax advice whatsoever concerning this settlement, and that it is Representative Beal and Craig Beal's responsibility to determine, in consultation with their own advisors, any income tax obligations. Representative Beal and Craig Beal agree that they will pay all their taxes determined to be due and payable, if any, related to the receipt of monies pursuant to this Agreement. In the event taxes are assessed against School Board, as a result of the settlement monies paid to the Estate of Elsa Beal pursuant to this Agreement, Representative Beal and Craig Beal each agree to indemnify and forever hold harmless School Board for tax amounts assessed against School Board, which should have been the Estate of Elsa Beal's or Craig Beal's obligation to pay.
10. **Disclaimer of Liability.** School Board has entered into this Agreement solely to end any and all controversies between the School Board, Representative Beal and Craig Beal, to avoid the risks, costs, and uncertainty of continued or future litigation, to conserve the time that continued or future litigation involves, and to obtain a final settlement between and among the Parties. Representative Beal and Craig Beal agree and acknowledge that the Estate of Elsa Beal accepts payment of the sums provided for in this Agreement, as a full, complete, final, and binding resolution of any and all disputed issues and claims pertaining

to Representative Beal, the Estate of Elsa Beal, and Craig Beal including but not limited to the agreement that each Party will bear their own, any attorneys' fees and costs.

11. **Amendments and Modifications.** This Agreement may not be amended or modified except in writing signed by Craig Beal, an authorized representative with actual authority to bind the Estate of Elsa Beal, and an authorized representative with actual authority to bind School Board, specifically stating that it is an Amendment to this Agreement.
12. **Right of Survivorship.** In the event Craig Beal dies before all payments and/or obligations have been met under this Agreement, the remaining outstanding sums shall be automatically due and owing and payable in a lump sum to the Estate of Craig Beal.
13. **Governing Law.** This Agreement, and all of the terms and conditions hereof, shall be construed and interpreted in accordance with the laws of Florida.
14. **Venue.** Should it become necessary for any Party to bring action to enforce this Agreement, such action shall be brought in an appropriate state or federal court in Sarasota County, Florida.
15. **Severability.** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereto and this Agreement shall be construed in all respects as though such invalid or unenforceable provisions were omitted.
16. **Waiver.** The waiver by any Party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any Party.
17. **Counterparts.** If this Agreement is executed in counterparts, each counterpart shall be deemed an original and all counterparts so executed shall constitute one Agreement, binding on all of the Parties hereto, notwithstanding that all of the Parties are not signatories to the same counterpart.
18. **Duplicates.** This original Agreement or a duplicate copy of the original Agreement shall suffice in an action to enforce any of the terms and conditions herein.
19. **Joint Drafting.** This Agreement is the product of a joint negotiation of the Parties and no rule of interpretation or construction shall be adopted to construe this Agreement against one Party or the other as the purported drafter of this Agreement.
20. **Entire Agreement.** This Agreement constitutes the entire Agreement between the Parties hereto with respect to the subject matter hereof.

**[Signatures on following page.]**

IN WITNESS THEREOF, the Parties hereto acknowledge, understand and agree to this Agreement and intend to be bound by all of the clauses contained in this document.

**ELSA BEAL, BY CRAIG BEAL,  
PERSONAL REPRESENTATIVE**

**SCHOOL BOARD OF SARASOTA  
COUNTY, FLORIDA**

**ESTATE OF ELSA BEAL**

By: *Craig Beal*  
Craig Beal (Aug 12, 2024 16:36 EDT)  
Craig Beal, as Personal Representative

Date: 08/12/2024

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

*Craig Beal*  
Craig Beal (Aug 12, 2024 16:36 EDT)  
**CRAIG BEAL, in his individual capacity**

Date: 08/12/2024