SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT, made and entered into this 17th day of April, 2025, by and among the Board of Education of Benton Consolidated High School District No. 103 (hereinafter "Board" or "District"), James Eldridge (hereinafter "Eldridge"), and Benton Education Association, IEA/NEA (hereinafter "Association");

WITNESSETH:

WHEREAS, Eldridge has, at all times relevant hereto, been a tenured and licensed teacher in and for District; and

WHEREAS, Eldridge has determined it is in his best interest to resign from his position in and for District; and

WHEREAS, Board, Eldridge, and Association have reached mutually acceptable terms and desire to memorialize the same in writing.

NOW, THEREFORE, in consideration of the premises and the mutual promises, covenants, and agreements contained herein, and for other valuable consideration, the receipt and sufficiency is hereby acknowledged, the parties agree as follows:

1. **Incorporation of Recitals.** The recitals set forth hereinabove are incorporated in this Section as if set forth herein word for word.

2. **Waivers.**

(a) **Leave and Consideration.** The parties hereby agree that Eldridge shall be on paid administrative leave through the remainder of the 2025 calendar year, from the date of this agreement through December 19, 2025, and shall continue to receive normal payroll checks for his teaching salary through that time, earning remaining salary from the 2024-2025 school year as may remain at the time of execution hereof, and the first semester's gross from the 2025-2026

school year comprising a gross sum total of thirty-nine thousand four hundred thirty-two and 00/100 dollars ($39,432.00) (inclusive of a $750 stipend and a $2,210 yearbook stipend) throughout the period of such leave. Eldridge shall be entitled to remain on District's health insurance plan as previously enrolled during the period of administrative leave. During the period of leave, Eldridge shall not be on school grounds at any time, and shall be subject to trespass should he attempt to enter upon school grounds during the period of administrative leave.

(b) **Further Consideration.** In further consideration for the gross sum total bonus of sixteen thousand, nine hundred forty-five and 07/100 dollars ($16,445.07), less standard and applicable deductions, Eldridge agrees to irrevocably resign from his position effective December 19, 2025, by letter substantially consistent with Exhibit A, and to waivers and release of claims as set forth in paragraph 3 hereunder. Payment shall be issued to Eldridge not fewer than fifteen (15) days from the issuance of Eldridge's final paycheck for the 2025-2026 school year, nor more than sixty (60) days therefrom.

(c) **Waiver of ADEA Claims.** In separate consideration of Eldridge's knowing and voluntary waiver of rights under the Age Discrimination in Employment Act (ADEA) as set forth in paragraph 5 hereof, the Board shall pay to Eldridge the gross total sum of five hundred and 00/100 Dollars ($500.00) less standard and applicable deductions, the value, receipt, and sufficiency of which is hereby acknowledged and accepted, not fewer than fifteen (15) days from the issuance of Eldridge's final paycheck for the 2025-2026 school year, nor more than sixty (60) days therefrom.

3. **Release.** Eldridge hereby agrees and Eldridge and does for his heir, heirs, executors, administrators, successors and assigns, and each of them, release, remit, remise, acquit

and forever discharge Board and its predecessors and successors, all individual members of Board (past, present and future), its employees, officers, agents, successors and assigns, from any and all matters of action, causes of action, grievances, rights or claims of rights, debts, dues, damages, liabilities, costs, claims, controversies, demands, torts, contracts, agreements, guarantees, indebtedness, obligations, expenses, accountings, warranties and choses in action, in law or in equity, including but not limited to grievances or unfair labor practices and of every nature and description whatsoever by reason of or in respect to any act, cause, matter, omission, right, duty, injury or thing that may have or has arisen out of the employment, work, or employment relationship of Eldridge and District arising until the date of the execution of this agreement, whether known or unknown, suspected or unsuspected, latent or patent, or has at any time heretofore owned or held against the aforesaid parties or Board and including but not limited to:

(a) Any claim, action, cause of action or liability arising under the Civil Rights Act of 1964, as amended, the Illinois Human Rights Act, Titles VII and IX of the United State Code, or any or all other federal, state or municipal employment discrimination statutes, regulations or ordinances (including but not limited to those claims based upon age, gender, race, religion, national origin, handicap, disability or retaliation); and

(b) Any claim, action, cause of action or liability arising under any other federal, state or local statute, law, ordinance or regulation.

This Agreement shall be enforceable against any party in the event of breach alleged by another.

4. **Association Waivers.** In consideration for its support of Eldridge and this Agreement, Association hereby agrees to forever discharge Board and its predecessors and

successors, all individual members of Board (past, present and future), its employees, officers, agents, successors and assigns, from any and all matters of action, causes of action, grievances, rights or claims of rights, debts, dues, damages, liabilities, costs, claims, controversies, demands, torts, contracts, agreements, guarantees, indebtedness, obligations, expenses, accountings, warranties and choses in action, in law or in equity, including but not limited to grievances or unfair labor practices and of every nature and description whatsoever by reason of or in respect to any act, cause, matter, omission, right, duty, injury or thing that may have or has arisen out of the employment, work, or employment relationship of Eldridge and District arising until the date of the execution of this agreement, whether known or unknown, suspected or unsuspected, latent or patent, or has at any time heretofore owned or held against the aforesaid parties or Board.

5. **Age Discrimination.** Eldridge acknowledges that he may have rights under the Older Worker's Benefit Protection Act (29 U.S.C. 626, *et seq.*) and/or the Age Discrimination Employment Act (29 U.S.C. 621, *et. seq.*) and explicitly waives knowingly and voluntarily any rights he may have under said Acts. Eldridge acknowledges that he had at least twenty-one (21) days to consider his options with respect to the provisions of this agreement. Eldridge shall have seven (7) days from his execution of this Agreement to change his mind and rescind this Agreement.

6. **Taxes and Pension.** The parties agree that the amounts set forth in Paragraphs 2(b) hereinabove are intended to be post-resignation and retirement earnings, which become due and payable not earlier than fifteen (15) days following the issuance of final paycheck. By payment issued post-retirement, the parties intend the payment to be exempt from Illinois Teachers' Retirement System earnings. However, should the Internal Revenue Service or the Illinois Teachers' Retirement System issue a finding, opinion, directive, decision, taxation or

penalty to the contrary, taxes, employee pension payments, and other amounts due and owing shall be borne exclusively by Eldridge. The parties agree that this agreement shall be submitted to Illinois Teachers' Retirement System ("TRS") in an effort to ensure no penalty to the Board and maximum creditability to Eldridge. The parties agree that if a penalty, excise tax, or excess contribution is assessed, they shall renegotiate the terms to ensure full consideration to the extent possible without causing penalty, excise tax, or excess contribution by the District.

If Mr. Eldridge dies before receiving all payments listed in Paragraph 2, the District will, upon receipt of a certified death certificate, accelerate the remainder of the payments listed in Paragraph 2 and pay them in one lump sum payment to Deanne Gabel. The District will also continue making any outstanding District-paid benefit contributions, like those to TRS, that would otherwise be due and that may lawfully be made notwithstanding Mr. Eldridge's death. In the event any such contributions may not lawfully be made in the event of Mr. Eldridge's death, the equivalent amounts shall be paid to Deanne Gabel.

7. **Disclosures.** The parties agree that this Agreement is intended to benefit both of them. The parties agree that disclosures will be as required by applicable law, and nothing herein shall be read to restrain or restrict either party from providing responses to inquiries as may be required by 775 ILCS 5/1-101 *et seq.*, 105 ILCS 5/10-21.9, 105 ILCS 5/22-94, 50 ILCS 205/3c, 105 ILCS 5/21B-75 *et seq.*, 5 ILCS 140/1 *et seq.*, and 5 ILCS 120/1 *et seq.* Association and Eldridge hereby understand, agree, and acknowledge that it shall be the District's right and obligation to determine its response to Employment History Review inquiries as set forth in the law, and that no action shall lie against the Board by Association or by Eldridge, regardless of the report made, and that any such right, action, cause, or matter is explicitly and intentionally hereby waived by both Association and Eldridge. The parties generally intend that statements

regarding this agreement shall be limited to records which exist responsive to a request, answering of questions on forms as required by law, provision of confirmation of employment and dates thereof, and providing information to bodies as may be required by law. The parties agree that such statements shall be made in good faith and the parties shall not deliberately seek to defame each other.

8. **No Precedent.** This Agreement shall not establish a precedent of any kind as to any issue addressed herein and shall be disregarded as guidance for future situations of similar nature or kind.

9. **No Fault/No Third Party Right of Action.** This Agreement shall not be construed as an admission of fault, liability, or error by any of the parties, by each of whom fault is expressly denied. Nothing in this Agreement, express or implied, is intended to nor shall be read to confer on any person, other than the parties hereto, any rights, remedies, or privileges under or by reason of this Agreement.

10. **Making of this Agreement.** Each of the parties hereto has entered into this Agreement as their free and voluntary act. Each of the parties hereto has had the advice and benefit of counsel in making this Agreement, or the opportunity to seek the same, and know and fully understand the terms of this Agreement.

11. **Entirety of Agreement.** This Agreement constitutes the whole and entire Agreement between the parties. No prior agreement, negotiations, relationships, understanding, course of dealing, or usage forms any part of this Agreement.

12. **Applicable Law.** This Agreement has been executed in Illinois, and shall be governed in accordance with the laws of the State of Illinois in every respect.

13. **Paragraph Headings.** Paragraph headings have been inserted for convenience

and reference only, and if there shall be any conflict between any such headings and the text of this Agreement, the text shall control.

14. **Duplicate Originals.** This Agreement may be executed in one (1) or more counterparts, each of which shall be considered an original, and all of which taken together shall be considered one and the same instrument.

15. **Mutual Intent.** The language contained herein expresses the mutual intent of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement (Paragraphs 1-15) to be executed on this 22nd day of May, 2025.

James Eldridge

James Eldridge

BOARD OF EDUCATION OF BENTON CONSOLIDATED HIGH SCHOOL DISTRICT NO. 103

By: _____
President

ATTEST:

_____
Secretary

BENTON EDUCATION ASSOCIATION, IEA/NEA

By: Traci Tull
President

ATTEST:

_____
Secretary

(To be reproduced on District letterhead)

April 17, 2025

Mr. James Eldridge
[Address]

Dear Mr. Eldridge:

Before you can execute the release contained in the attached Agreement you must do it knowingly and voluntarily and be aware of your rights under the Age Discrimination in Employment Act (ADEA). If you do not understand any of the terms or conditions of the Agreement or Release contained in it, or if you have any questions, please feel free to contact me. In addition, I recommend and advise that you consult your attorney before signing.

Before you sign the Agreement and Release, the law requires that you be given twenty-one (21) days to consider the Release. After you sign the Release, you have a period of seven (7) days following the execution of the Release to change your mind and revoke the Release. After a period of seven (7) days following the execution of the Release, if you do not revoke the Release, the Release will have full force and effect.

The law also requires that in any settlement agreement in which you waive your rights and claims under the ADEA against the District, that you do so only in exchange for a consideration in addition to anything of value that you are already entitled to receive. The payments provided for in the Agreement and other performance by the Board is the additional consideration required by law.

The Release provides that you waive any and all claims under the ADEA that you have against the District and its Board of Education, up to and including the date of release. These are the terms of the Release of your ADEA claim. This Release will not affect any of your other rights.

Sincerely,

BOARD OF EDUCATION OF BENTON CONSOLIDATED HIGH SCHOOL DISTRICT NO. 103

By:_____

Exhibit A
[date]

Mark Minor, Board President
Benton Consolidated High School District No. 103
511 East Main Street
Benton, IL 62812

RE: Resignation

Dear Mr. Minor:

I hereby irrevocably and unconditionally resign my teaching position and all other positions of volunteer or employment in and for Benton Consolidated High School District No. 103 effective December 19, 2025. My resignation is immediately irrevocable upon receipt.

Sincerely,

James Eldridge